

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, FEBRUARY 5, 2019 – 6:00 PM**

**ALEJANDRA SOTELO-SOLIS**  
*Mayor*

**RON MORRISON**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

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adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

*Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.*

*Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**



**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

1. [National City Celebrates Black History Month](#)
2. [Scott Ellis Recognized for his Compassion for the Homeless](#)

**AWARDS AND RECOGNITIONS**

3. [Fire Department Lifesaving Award to Captain Derek Jones and Firefighter Nick Black. \(Fire\)](#)

**PRESENTATIONS**

4. [San Diego Gas & Electric \(SDG&E\) Updates: Supporting and Partnering with National City - Dinah Willier, Public Affairs Manager, San Diego Gas & Electric \(SDG&E\). \(City Manager\)](#)
5. [Update on Recent "Competitive" Grant Awards. \(Engineering/Public Works\)](#)

**INTERVIEWS / APPOINTMENTS**

6. [Continuations of the Selection Process for the Appointment to Fill City Council Vacancy. \(City Attorney\)](#)

**CONSENT CALENDAR**

7. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
8. [Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to](#)



streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement. (Housing and Economic Development)

9. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street (TSC No. 2018-36). (Engineering/Public Works)
10. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street (TSC No. 2018-37). (Engineering/Public Works)
11. Resolution of the City Council of the City of National City authorizing the installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection (TSC No. 2018-39). (Engineering/Public Works)
12. Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees. (Neighborhood Services)
13. Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \$3,654,318.83. (Finance)
14. Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \$254,690.25. (Finance)
15. Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \$2,061,417.86. (Finance)

#### **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

16. Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16th Street and "M" Avenue from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) in order to construct a 29-unit residential development. (Applicant: Ralph Gonzales) (Case File No. 2017-04 GPA, S) (Planning) (Continued from the January 22, 2019 City Council Meeting)
17. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) for a 29-unit residential development property located at East 16th Street and



["M" Avenue. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 ZC\) \(Planning\)](#)

## **NON CONSENT RESOLUTIONS**

18. [Resolution of the City Council of the City of National City approving the transfer of \\$54,223 from the Development Impact Fee fund to the General Fund and the establishment of a corresponding General Fund appropriation for the purchase of the existing Squad mobile home trailer for the National City Fire Department. \(Fire\)](#)

## **NEW BUSINESS**

19. [Report regarding Capital Improvement Projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act \("Act"\). \(Engineering/Public Works\)](#)
20. [City Council discussion and direction on National City's participation in the 2020 U.S. Census. \(City Manager\)](#)
21. [Community Town Hall Workshop to Discuss Functionality of and Proposed Procedure for Small Cell Deployment. \(City Attorney\)](#)

## **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS - HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

### **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 19, 2019 - 6:00 p.m. - Council Chamber - National City, California.



The following page(s) contain the backup material for Agenda Item: [National City Celebrates Black History Month](#)

Please scroll down to view the backup material.



**Item # \_\_\_\_**

**02/05/19**

## **National City Celebrates Black History Month**

**Proclamation Forthcoming**



The following page(s) contain the backup material for Agenda Item: [Scott Ellis  
Recognized for his Compassion for the Homeless](#)  
Please scroll down to view the backup material.



**Item # \_\_\_\_**

**02/05/19**

## **Scott Ellis Recognized for his Compassion for the Homeless**



The following page(s) contain the backup material for Agenda Item: [Fire Department Lifesaving Award to Captain Derek Jones and Firefighter Nick Black. \(Fire\)](#)  
Please scroll down to view the backup material.



Item # \_\_\_\_

02/05/19

**Fire Department Lifesaving Award to Captain Derek Jones and  
Firefighter Nick Black**

**(Fire Department)**



The following page(s) contain the backup material for Agenda Item: [San Diego Gas & Electric \(SDG&E\) Updates: Supporting and Partnering with National City - Dinah Willier, Public Affairs Manager, San Diego Gas & Electric \(SDG&E\). \(City Manager\)](#)  
Please scroll down to view the backup material.



Item # \_\_\_\_

02/05/19

**SAN DIEGO GAS & ELECTRIC (SDG&E) UPDATES:  
SUPPORTING AND PARTNERING WITH NATIONAL CITY**

**Dinah Willier  
Public Affairs Manager  
San Diego Gas & Electric (SDG&E)**



# Supporting and Partnering with National City



Dinah Willier  
Public Affairs Manager  
February 5, 2019

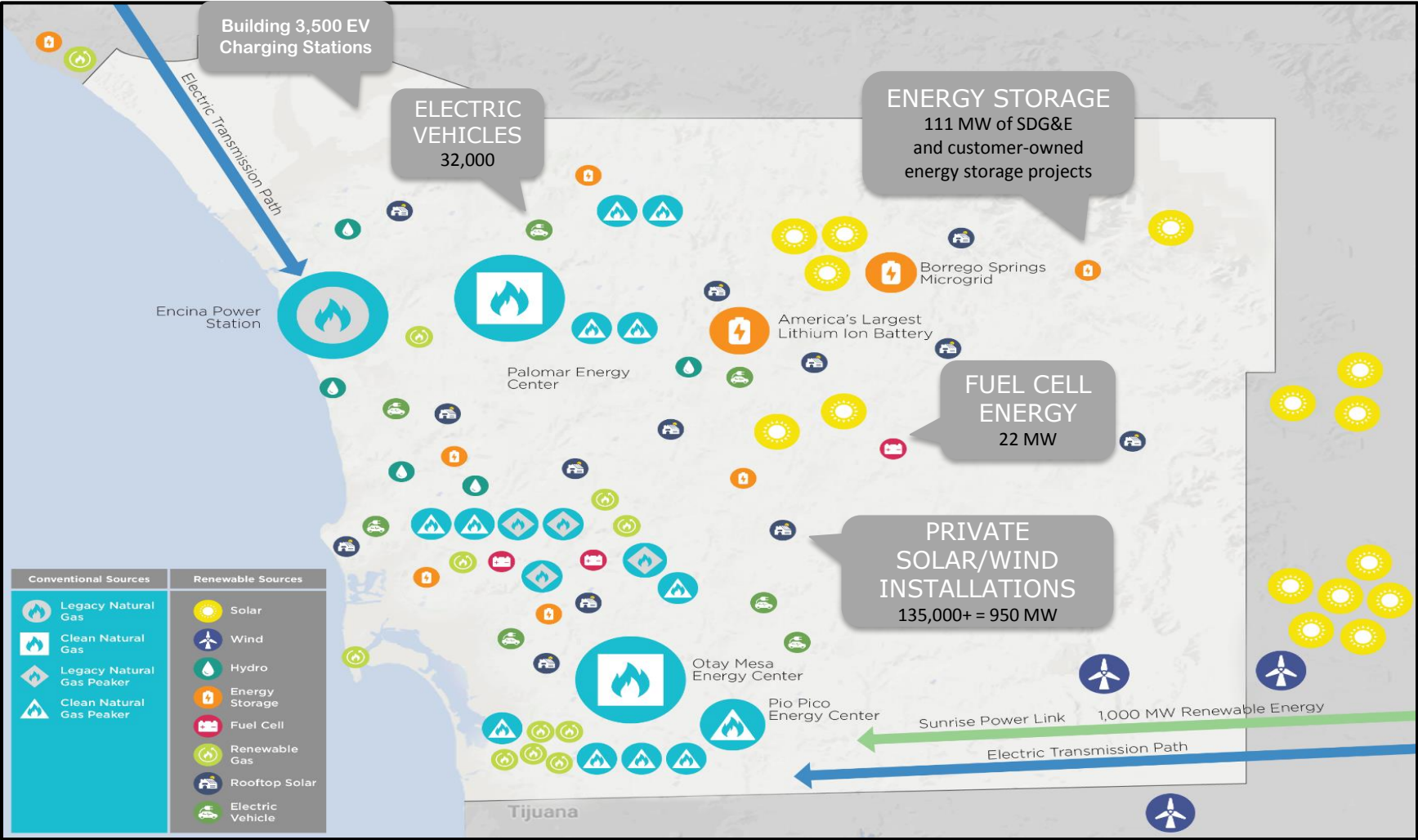


# San Diego's Energy Landscape | Yesterday





# San Diego's Energy Landscape | Today





# Our Commitment Remains Strong

Our commitment is to improve lives and communities by building the **cleanest, safest** and **most reliable energy company in America.**





# Serving Our Customers

**1.4 Million**  
Electric Meters



**Over 19,000**  
Residential &  
Business  
Electric Meters in  
National City



**33,000**  
Electric Vehicles in the  
Region  
81 in National City



**873,000**  
Natural gas meters  
**12,800**  
Residential & Business  
gas meters in National  
City



**Electric  
Infrastructure**  
19,000 miles  
162 substations

**Underground  
Electrical  
Distribution**  
56%

**Among the  
highest  
percentage in the  
country, & most  
running through  
neighborhoods**





# Our Mission

## Clean

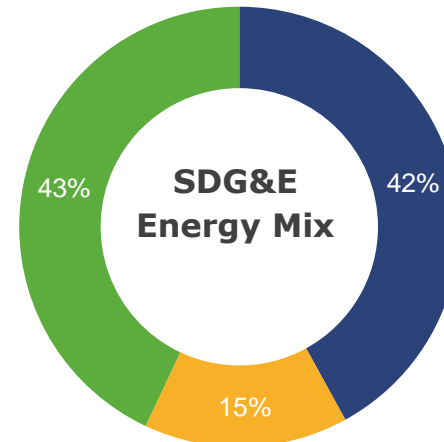
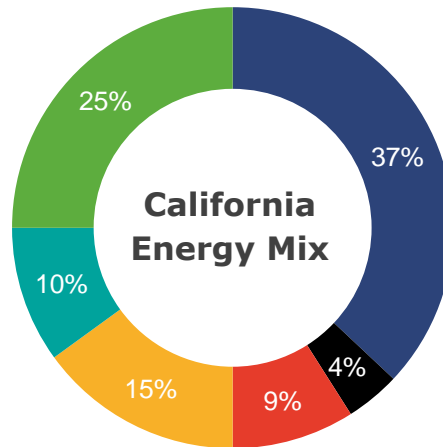
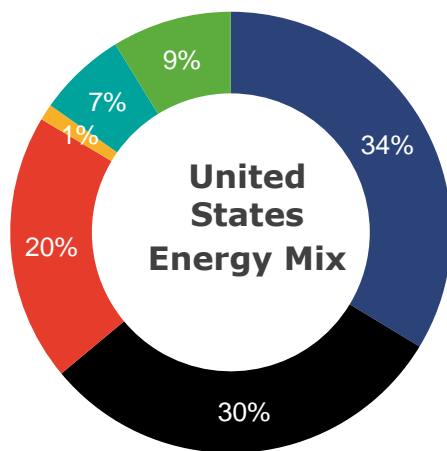
SDG&E delivers around  
**45% of energy from renewable sources**  
(one of the highest in the nation)



This ~45% does not include our **142,000 solar customers** with **612 solar customers** located in **National City**



**No coal**  
In our energy portfolio



● Natural Gas ● Coal ● Nuclear ● Other ● Hydro ● Renewables



# Our Mission

## Safe

### Our WEATHER NETWORK for reliability and response



**177**  
WEATHER  
STATIONS



**REAL-TIME**  
INFO FROM  
CRITICAL  
LOCATIONS

**TRACKS**  
HUMIDITY  
WIND SPEED  
TEMPERATURE



**CAMERAS**  
MONITOR AND WATCH  
DANGEROUS CONDITIONS  
INCLUDING THE START  
AND SPREAD OF  
WILDFIRE

**SHARED DAILY**  
LOCAL FIRE DEPARTMENTS  
NATIONAL WEATHER SERVICE  
TO KEEP YOU SAFE

**5**  
METEOROLOGISTS



ON-CALL  
**24/7/365**



AMERICA'S LARGEST UTILITY-OWNED  
WEATHER NETWORK

**SDGEnews.com**



SDG&E's Weather Network is one of the most advanced in the nation and allows for us and our community partners to make informed operational decisions to keep our communities safe.



# Our Mission

## Reliable

We are committed to delivering **reliable energy** for **you and your family**. That means giving you the peace of mind that whenever you flip a switch in your home, you never have to worry that the lights wouldn't come on.

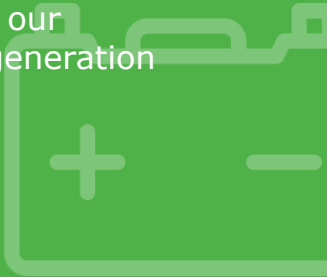
**"Best in the West"**  
**13 straight years**  
For electric reliability



**"National Reliability Award"**  
**2018 Winner**



**Built America's**  
**largest lithium ion**  
**battery storage**  
**facility in Escondido**  
to integrate our  
renewable generation



**Industry Leader**  
**in Smart Grid**  
**technology**







# How To Stay Informed

## Smart Phone App & Outage Map



A  Semptra Energy utility®


  
Semptra Energy utility™





### Refresh your kit


Prepare for emergencies


[Watch video ▶](#)


  
Bill Pay

  
My Energy

  
Outage Map

  
Cost Calculator

  
Apply For Assistance

  
Report An Outage


[Back](#)

## Outage Map

Updated: Oct 21, 2:28 PM

### Planned Future

✕

 **Mission Bay/ Pacific Beach**

Start Time Oct 22 8:00 AM	Estimated Restoration Oct 22 3:00 PM
Circuit Affected 56	Customers Impacted 0

**Cause**

A power outage has been scheduled in your area to make required repairs to our electrical system. A letter containing detailed outage information was mailed to you.

Unplanned

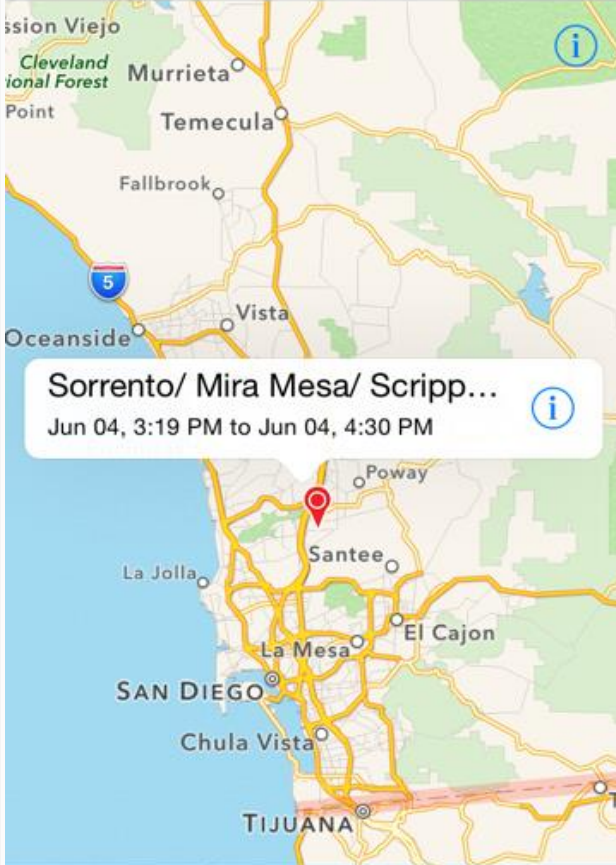
Planned

Detail List

[Back](#)

## Outage Map

Updated: Jun 04, 3:36 PM



**Sorrento/ Mira Mesa/ Scripps...**

Jun 04, 3:19 PM to Jun 04, 4:30 PM

Unplanned

Planned

Detail List



# How we're Partnering in National City

## Energy Efficiency Achievements

2017 **1,650** residents & businesses  
of National City took advantage of  
energy efficiency programs  
**\$1.8M** incentives

Offsetting  
**12.2 million tons of CO<sub>2</sub>**  
**88,000 cars off the road**



## Community Projects and Partnerships

### Power Your Drive

- City facilities and Paradise Creek Affordable Housing Community

**Paradise Creek Educational Park** Enhancement

**Olivewood Gardens** Wellness Partnership

**Ocean Connectors** Environmental Education

**ARTS** Gas Riser Beautification Project

**National City Chamber of Commerce**



## Customer Assistance/Payment Programs

**8,847 CARE/FERA** customers  
**408 Level Pay Plan** customers



## Clean Energy

Delivering around **45% of energy from renewable sources**

### Renewable Energy Choices

- **EcoChoice** and **EcoShare** –

Offering Up to 100%  
Renewable Energy to customers



# Time of Use Rates for Residential Customers



## **Not just how much energy you use, but when you use energy**

There are benefits unique to Time of Use plans  
12-months of Bill Protection

- You can track your progress on your bill
- Save by reducing energy and when you use energy

MyAccount has a pricing plan comparison tool to find your cheapest plan

Explore the website – [sdge.com/whenmatters](https://sdge.com/whenmatters)



The following page(s) contain the backup material for Agenda Item: [Update on Recent "Competitive" Grant Awards. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.



Item \_\_\_\_\_

2/5/2019

**Update on Recent "Competitive" Grant Awards  
(Engineering/Public Works)**





# Update on Recent "Competitive" Grant Awards

*City Council Meeting  
February 5, 2019*



## FY 2019 Grant Awards Summary

PROJECT	AWARD	MATCH	TOTAL	PROGRAM
Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements	\$312,000	\$100,000	\$412,000	ATGP Capital
National City Boulevard Inter- City Bike Connection	\$394,001	\$1,000	\$395,001	ATGP Capital
Roosevelt Avenue Corridor Smart Growth Revitalization	\$2,080,000	\$625,000	\$2,705,000	SGIP Capital
Sweetwater Road Protected Bikeway	\$2,500,000	\$278,906	\$2,778,906	SGIP Capital
24th St Transit Oriented Development Overlay	\$500,000	\$60,000	\$560,000	SGIP Planning
National City Bicycle Parking Enhancements	\$50,000	\$12,500	\$62,500	ATGP
<b>Total</b>	<b>\$5,836,001</b>	<b>\$1,077,406</b>	<b>\$6,913,407</b>	



## FY 2019 Grant Awards Summary Cont.

PROJECT	AWARD	MATCH	TOTAL	PROGRAM
Waterfront-Homefront Connectivity Study	\$198,000	\$22,000	\$220,000	ATGP Non-Capital
Central Community Mobility Enhancements	\$1,286,000	\$197,000	\$1,483,000	ATP Cycle 4
Bayshore Bikeway – Segment 5	\$5,421,000	\$970,000*	\$6,391,000	ATP Cycle 4
National City Bicycle Wayfinding	\$942,000	\$0	\$942,000	ATP Cycle 4
Protected Left-Turn Signals (H9-11-012)	\$1,390,590	\$154,510	\$1,545,100	HSIP Cycle 9
INTRA-Connect Plan	\$330,000	\$45,000	\$375,000	Caltrans STP
<b>Total</b>	<b>\$9,567,590</b>	<b>\$1,388,510</b>	<b>\$10,956,100</b>	

**Grand Total FY 19 Grants      \$15,473,591   \$2,465,916   \$17,869,507**

*\* Matching funds available through San Diego Unified Port District MIIF Funds*



## FY 2019 Grants Applied for

PROJECT	REQUESTED FUNDING	MATCH	TOTAL	PROGRAM
Paradise Valley Creek Water Quality and Community Enhancement	\$3,950,000	\$0	\$3,950,000	Prop 1
<b>Total</b>	<b>\$3,950,000</b>	<b>\$0</b>	<b>\$3,950,000</b>	



# FY 2019 Grant Upcoming Opportunities

## **PROGRAM**

California Drought, Water, Parks,  
Climate, Coastal Protection, and  
Outdoor Access for All Act of 2018  
(Proposition 68)

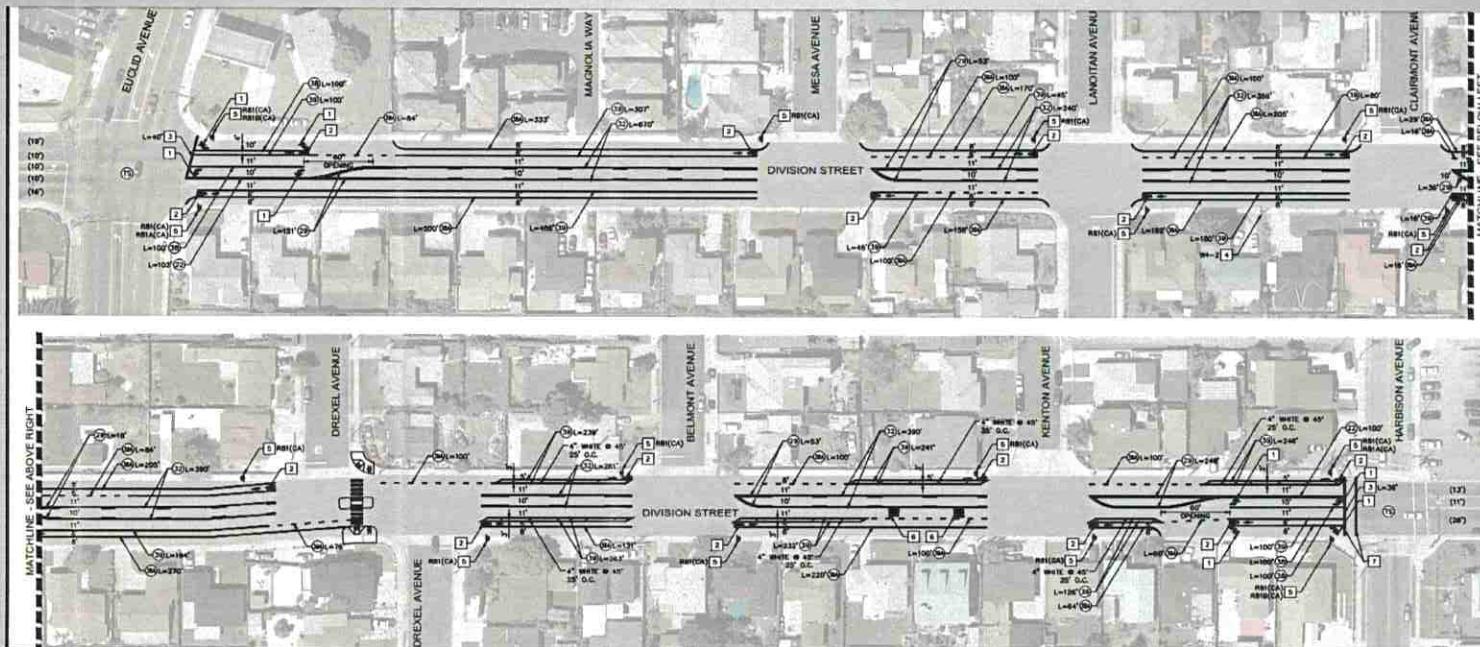
## **PROGRAM OBJECTIVE**

Offers grants for projects that protect, restore, and enhance  
California's cultural, community and natural resources



# Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements

- Complete a road diet on Division Street from Euclid Avenue to Harbison Avenue





## National City Boulevard Inter-City Bike Connection

- Install traffic calming features, decreased lane widths, bike/pedestrian improvements at freeway on/off ramps, bike boxes, lighting, and pedestrian safety enhancements.



# National City Boulevard Inter-City Bike Connection





# Roosevelt Avenue Corridor Smart Growth Revitalization Plan

- Install new streetscape, lighting, signage, mobility options, urban greening, stormwater runoff and parking from Roosevelt Avenue and W. 8<sup>th</sup> Street to National City Blvd/Main Street





**SANDAG SGIP CAPITAL GRANT**

- |                              |                    |
|------------------------------|--------------------|
| 1) Large canopy trees        | 5) Angled parking  |
| 2) Stormwater runoff parkway | 6) New lighting    |
| 3) Widened walkway           | 7) Added bike lane |
| 4) Corner bulb-outs          |                    |

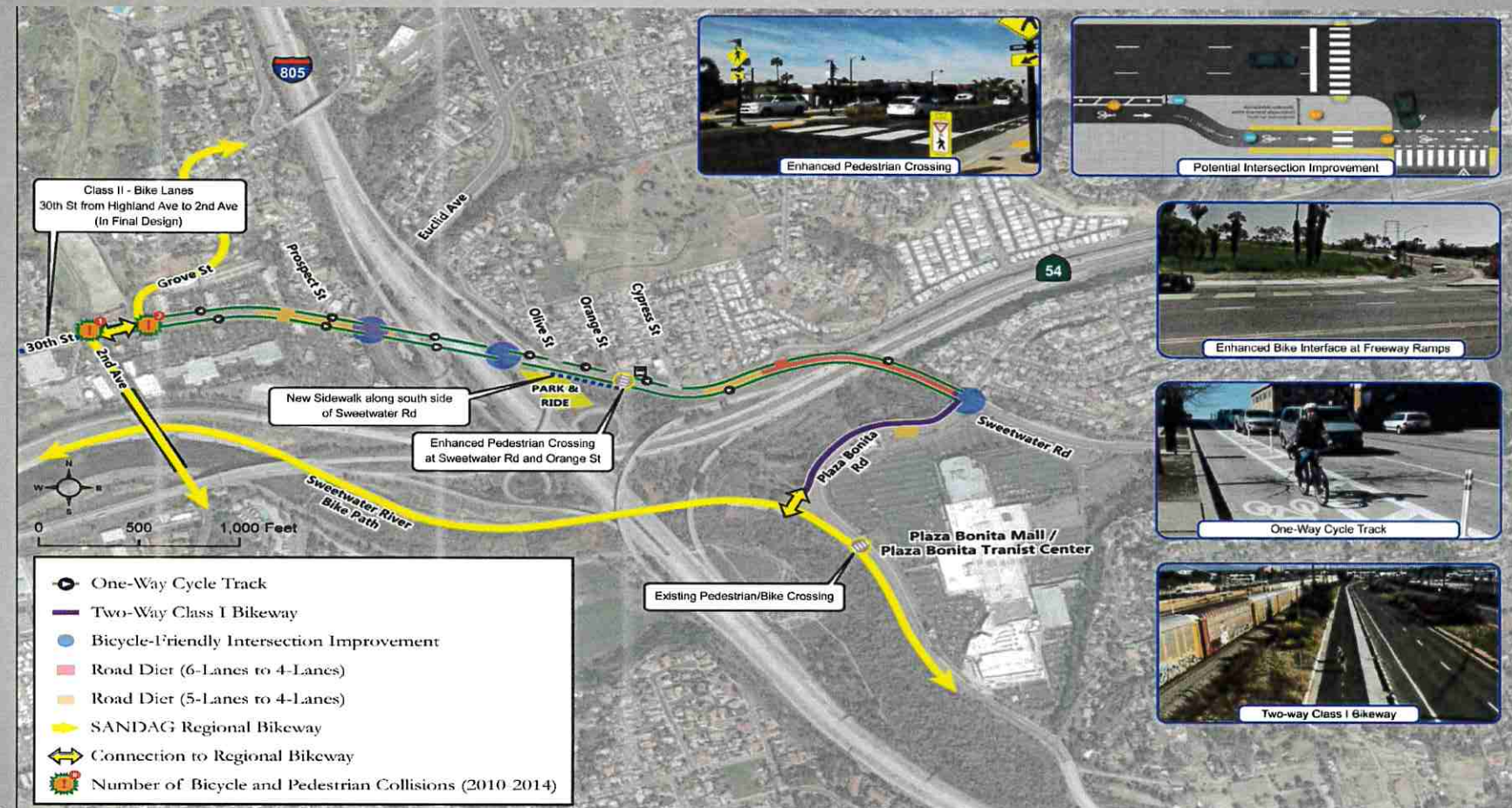


## Sweetwater Road Protected Bikeway

- Implement a road diet, bicycle-friendly intersection improvements, and pedestrian enhancements along Sweetwater Road between 2nd Ave and Plaza Bonita Road



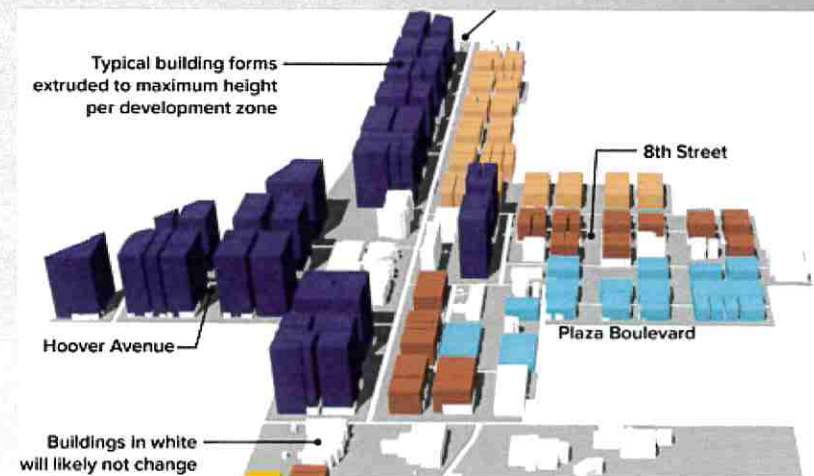
# Sweetwater Road Protected Bikeway





# 24th St Transit Oriented Development Overlay

- Comprehensively analyze the study area surrounding the 24th St Transit Center to plan a new vision for the area to include:
  - transit-supportive land use, improved mobility and parking options, and an enhanced public realm.





# National City Bicycle Parking Enhancements

- Install custom bookend bike corrals throughout the city



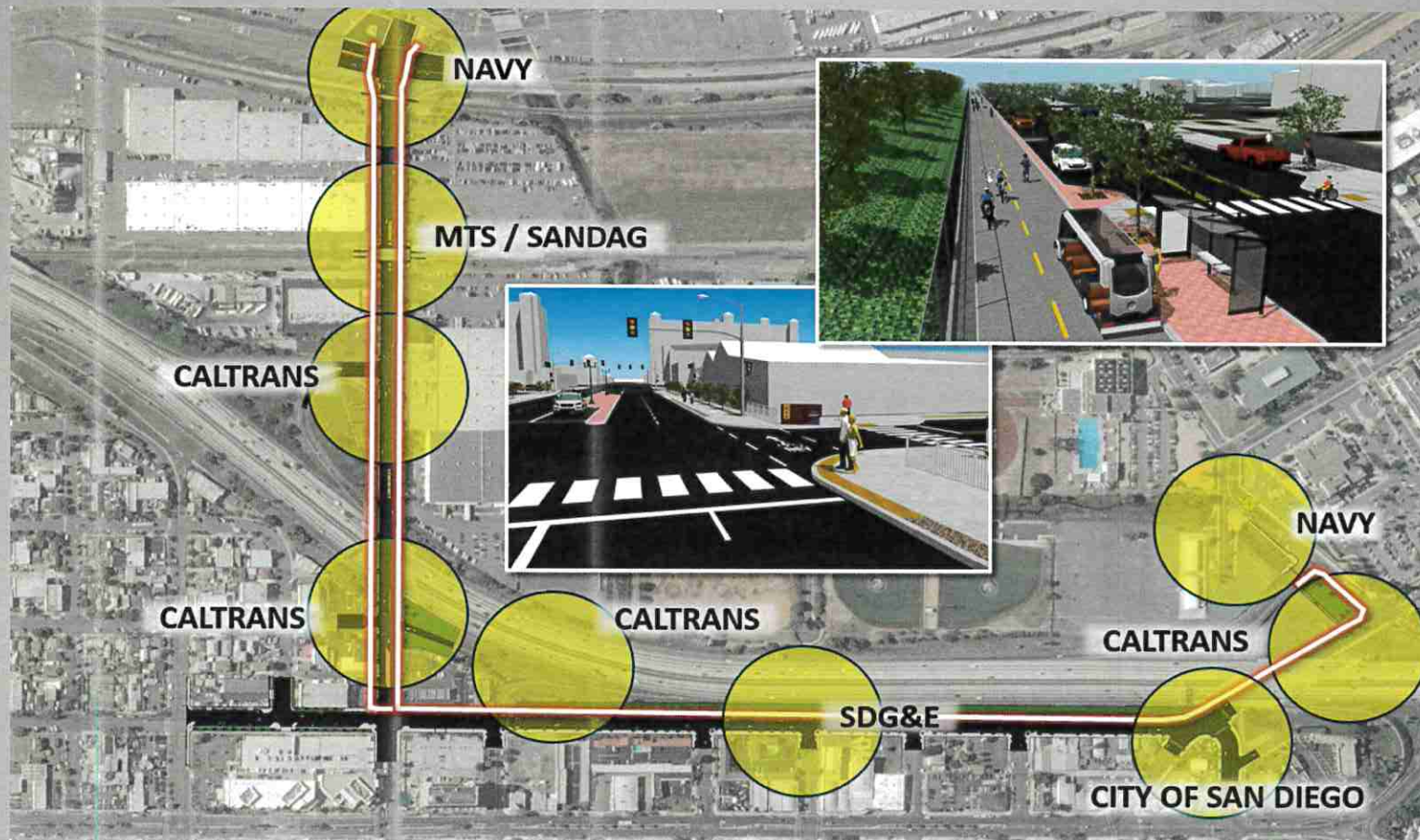


# Waterfront-Homefront Connectivity Study

- Study will look at connecting transit, bike and walking facilities with new technologies of carshare, bikeshare, neighborhood electric vehicles, shuttles, electric bikes & ride hailing to lower greenhouse gas emissions and vehicle-miles traveled.



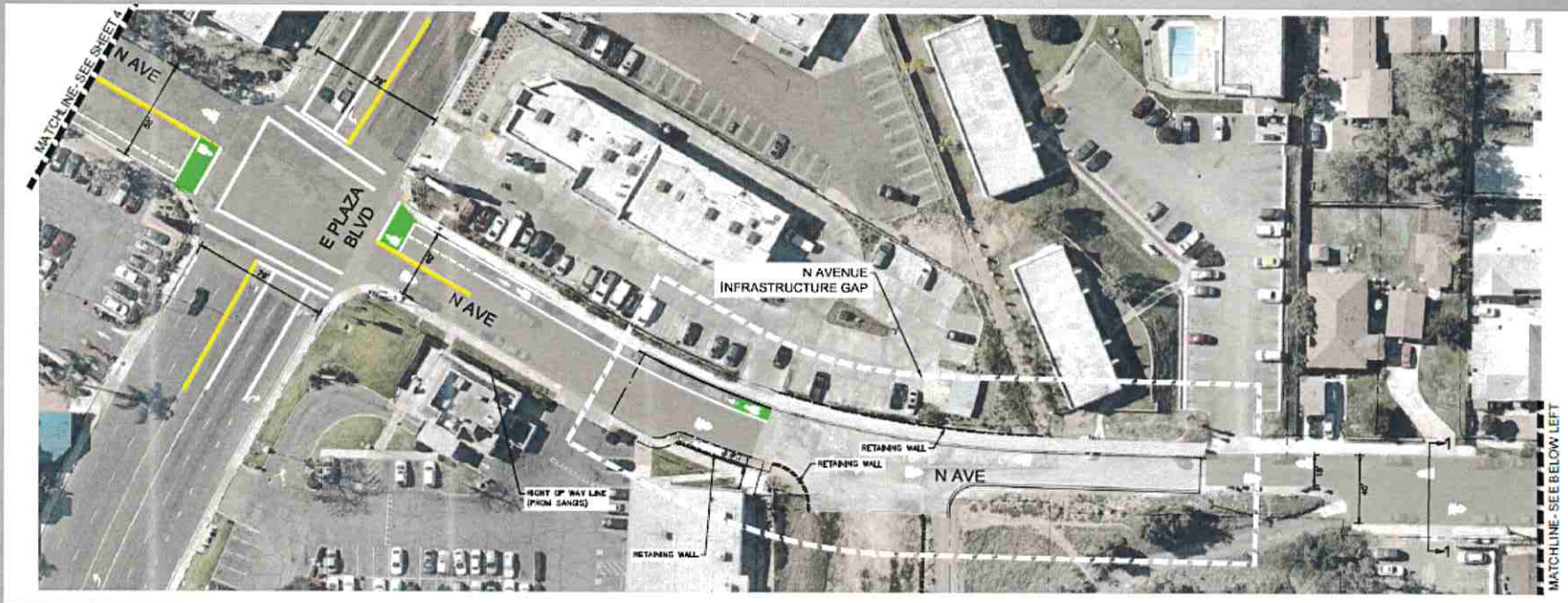
# Waterfront-Homefront Connectivity Study





# Central Community Mobility Enhancements

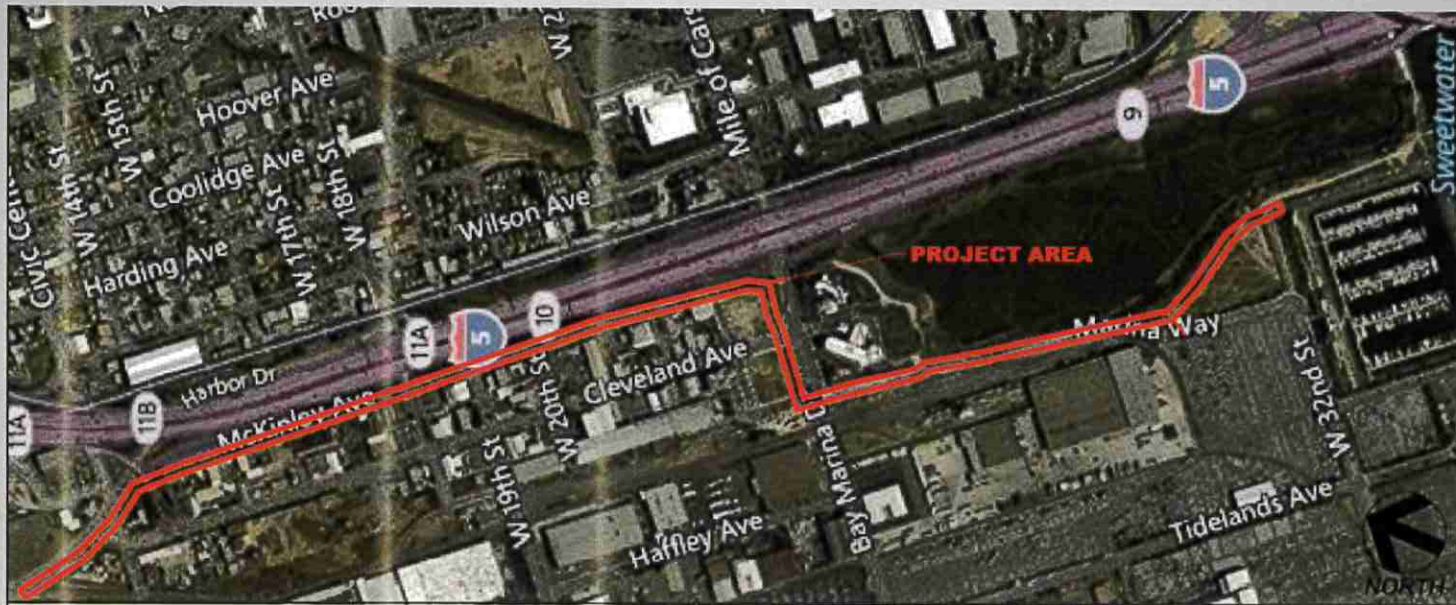
- Install 1.7 miles of bicycle facilities (Class II & III)





# Bayshore Bikeway – Segment 5

- Install nearly 1.5 miles of protected bicycle facilities along McKinley Avenue, Bay Marina Drive and Marina Way

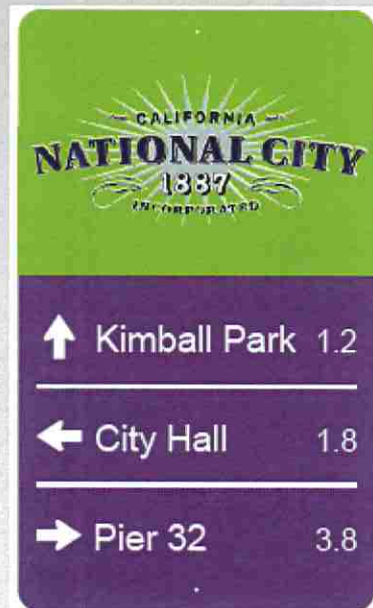


LOCATION MAP - NO SCALE

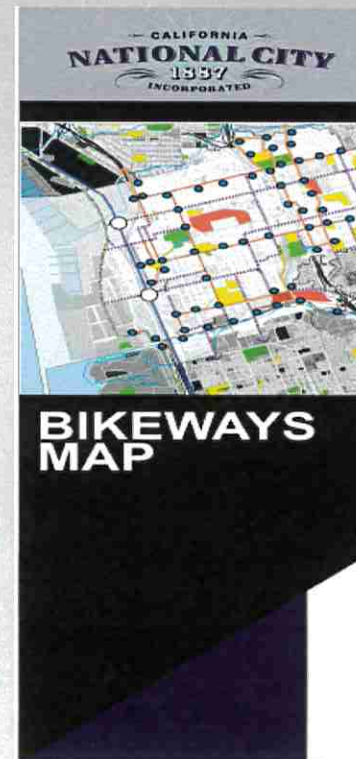


# National City Bicycle Wayfinding

- Install more than 100 signs at decision points along bicycle corridors throughout the City.



PROPOSED CITY BIKEWAY SIGNAGE



PROPOSED ORIENTATION KIOSK



# H9-11-012 – Protected Left Turns

- Upgrade existing permissive left-turn phases and signal heads with protected left-turn phases on existing and/or new traffic signal poles and mast arms





## Paradise Valley Creek Water Quality and Community Enhancement

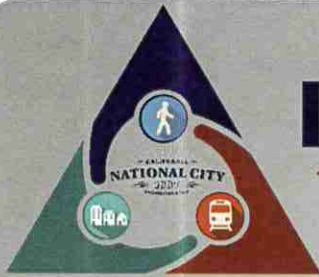
- Flood control, stormwater quality improvement, and natural resources enhancement through removal of invasive species



# Paradise Valley Creek Water Quality and Community Enhancement







# INTRAConnect • CITY OF NATIONAL CITY

Connecting People with Land Uses and Mobility Options all within a 10-minute Neighborhood

## What are the benefits of a 10-minute neighborhood?

Ten-minute neighborhoods support improved and healthier lifestyles where people can be physically active while also promoting social interactions. Additionally, by encouraging alternate modes of transportation, the environmental impacts of vehicles can be minimized.



Improved health



Reduced traffic



Increased use of transit and other modes of transportation



Increased mobility options for older non-drivers



Cleaner air and less greenhouse gas emissions

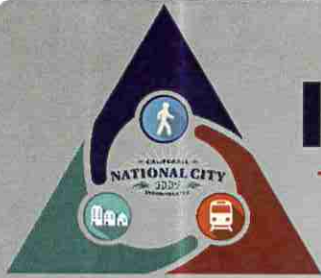


Social connectivity



Stronger retail





# INTRAConnect • CITY OF NATIONAL CITY

Connecting People with Land Uses and Mobility Options all within a 10-minute Neighborhood

## Supporting Objectives:

- 1) Provide incentives to neighborhoods that also help support business self sufficiency and neighborhood cohesion.
- 2) Support local trips and travel versus regional trips and long distance commutes.
- 3) Evolve land use planning efforts that support smart infill growth where overall Green House Gas (GHG) emissions and Vehicle Miles Traveled (VMT) would be less.
- 4) Develop placetypes that represent the right mixture of land use, transit, public facilities, housing and street patterns that support active transportation and transit.
- 5) Classify the City into these various placetypes and develop a menu of improvements.
- 6) Provide equitable distribution of transportation and public space improvements for all 9 neighborhoods.
- 7) Build upon previous investments in transportation, transit, parks and public spaces.
- 8) Integrate complete streets, universal access, active transportation, healthy communities, placemaking, climate action initiatives and other adopted policies.



The following page(s) contain the backup material for Agenda Item: [Continuations of the Selection Process for the Appointment to Fill City Council Vacancy. \(City Attorney\)](#)  
Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.** 6

**ITEM TITLE:**

Continuations of the Selection Process for the Appointment to Fill City Council Vacancy

**PREPARED BY:** Angil P. Morris-Jones

**PHONE:** 4222

**EXPLANATION:**

See attached Staff Report

**DEPARTMENT:** City Attorney

**APPROVED BY:** 

**FINANCIAL STATEMENT:** NA

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:** NA

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

See attached Staff Report

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Staff Report



Mayor  
Alejandra Sotelo-Solis  
Council Members  
Ron Morrison  
Mona Rios  
Jerry Cano



City Attorney  
Angil P. Morris-Jones  
Senior Assistant City Attorney  
Nicole Pedone  
Deputy City Attorney  
Roberto M. Contreras

## STAFF REPORT

TO: Mayor and City Council DATE: February 5, 2019  
FROM: City Attorney  
SUBJECT: Continuation of the Selection Process for the Appointment to Fill a Vacancy on the City Council pursuant to Government Code Section 36512

As you know, the City Council has two options for filling an unscheduled council vacancy. The two options are to fill the vacancy by appointment within 60 days of the vacancy or to call for a special election to fill the vacancy.

At your meeting of January 29, I informed you that the San Diego County Registrar of Voters (ROV) has indicated that they will be seeking a moratorium on elections after May 7, 2019 until March 3, 2020 as they are updating their equipment and therefore the ROV will be unable to accommodate an election during that time. If the unscheduled vacancy is not filled by appointment within the 60 day statutory deadline, the vacancy will have to be filled through a special election. If a special election is conducted by the City, we will be responsible for all election cost, which will include, but is not limited to, the cost of renting election equipment, locating and renting polling locations, printing ballots in five different languages, recruiting and training poll workers, doing an RFP for an election service, etc. In other words, the cost of a Special election that we originally estimated to cost over \$400,000 if conducted by the ROV, is totally cost prohibitive if conducted by the City.

At your meeting of January 29, you interviewed eleven (11) applicants and received public comments regarding who the public believed should be appointed. The process did not result in an appointment to fill the vacancy as none of the applicants received a majority of three votes needed for appointment to the Council. The item was continued to the regular meeting agenda of February 5, 2019 for the continuation of the Selection Process.

You have been advised that the law does not dictate a process or procedure for filling an unscheduled council vacancy. At your January 29 meeting, you used an election process that has been practiced in the past to fill council vacancies. This time the past practice did not result in an appointment to fill the vacancy. Therefore, I propose two alternatives that hopefully will lead to a majority vote to fill the unscheduled council vacancy. The two alternative are outlined below.

### ***ALTERNATIVE ONE: Nomination from the List of Eleven Applicants***

1. A member of the Council nominates one of the Eleven Applicants to fill the vacancy;
2. The nomination receives a second by another member of the Council; and



3. The Mayor calls for the vote, and if a majority (3 votes) of the City Council votes for the nominee, the person is appointed and sworn in, if they are present.

If a majority of the City Council **does not vote** for the person nominated, you may repeat Alternative One. However, once it becomes clear, after a few nominations have failed to result in a majority vote (3 votes) for one of the eleven applicants, you should move forward to Alternative Two.

***ALTERNATIVE TWO: Nomination of a National City Registered Voter***

1. A member of the Council nominates a National City Registered Voter to fill the vacancy and the nominee has stated that they will accept the appointment. The Register Voter does not have to be present at the meeting;
2. The nomination receives a second by another Councilmember; and
3. The Mayor calls for the vote, and if a majority (3 votes) of the City Council votes for the nominee, the person is appointed and sworn in, if they are present

If a majority of the City Council **does not vote** for the person nominated, you may repeat Alternative Two. However, once it becomes clear, after a few nominations have failed to result in a majority vote by the Council for any person nominated, the matter should be continued to a meeting specifically called for such purpose.

If Alternative One and Two are unsuccessful, you are advised to set a Continuation of the Selection Process for the Appointment to Fill the Vacancy for February 6, 7, 8, 11, 12, 13, 14, and 15.

The City Council must fill this vacancy by appointment to prevent a cost prohibitive special election. Friday, February 15, 2019, is the last day you can make the appointment to fill the unscheduled council vacancy within the 60 day statutory deadline. Therefore, please be prepared that if you are unable to obtain a majority vote for appointment to fill the vacancy on Tuesday, February 5, 2019, to continue meeting on this item until you fill the vacancy by appointment.



Angel P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.



Item # \_\_\_\_  
02/05/19

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement. \(Housing and Economic Development\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** 02/05/2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust and a Promissory Note in said Agreement.

**PREPARED BY:** Megan Gamwell,  
Economic Development Specialist

**DEPARTMENT:** Housing and Economic  
Development

**PHONE:** 619-336-4216

**APPROVED BY:** 

**EXPLANATION:**

See attached Background Report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
N/A

**APPROVED:** \_\_\_\_\_ **FINANCE**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

The amendments to the Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report
2. Original Agreement with redlines.
3. Amended Agreement in final form.



## Background Report

The purpose of National City's Signage and Façade Improvement Program (SFIP) is to assist businesses in signage compliance and improve the appearance of existing businesses. The SFIP's mission is to stimulate revitalization and private sector capital investment by proactively addressing deteriorating property conditions and encouraging improvements which increase economic vitality in National City.

The SFIP reimburses eligible owners of commercial buildings and businesses up to 50% of the total cost of eligible improvements, for a maximum reimbursement of \$10,000 for a single commercial property (Standard Incentive) or \$15,000 for a multiple address property (Multi-Tenant Property Owner Incentive). Two SFIP projects have already been completed since the program started last year and two projects are currently underway. The City is currently reviewing an SFIP application for eligibility.

City Council approved Resolution 2017-185 on October 3, 2017 which adopted the 2017-2022 Economic Development Strategic Plan. Said Resolution also approved the Program Guidelines and Participatory Agreements for the Adopt-A-Place Program, Activate the Right of Way, and Signage and Façade Improvement Program.

Amendments to Signage and Façade Improvement Program Maintenance Agreement (Agreement) are needed to streamline and incorporate Agreement requirements. The amended Agreement incorporates an Irrevocable License, a Deed of Trust and a Promissory Note rather than having these as stand-alone documents. The Agreement was revised by Christiansen and Spath, LLP and reviewed by the City Attorney's Office.



## SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT

This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2019~~87~~ by and between: the City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”

~~RECITALS SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT~~

~~This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2017 by and between: The City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”~~

RECITALS

WHEREAS, the City desires to stimulate private and public investment throughout the City of National City.

WHEREAS, Government Code § 40401(b) permits the City Council to improve, equip, and maintain places within the City.

WHEREAS, part of the City’s vision and guiding principles in the City’s General Plan, adopted June 7, 2011, focuses on the City maintaining and enhancing economic development opportunities as well as implementing measures that retain and attract business.

WHEREAS, Objective #2 of the City’s 2013-2018 Strategic Plan seeks to establish economic development programs that retain existing businesses and stimulate new investments.

WHEREAS, the City believes that investment in improvements visible to customers, neighboring merchants, and residents will beautify the community and increase the volume of business by making the City of National City and individual businesses more attractive and accessible.

WHEREAS, the City believes that certain improvements that are completed in a meaningful and artful way confer a public benefit by providing certain visual elements and improvements that can be viewed and used by the general public.

WHEREAS, the City has determined that the Property subject to this Agreement is located at a strategic location in the City of National City and whose enhancement would confer an aesthetic and economic benefit to the City of National City.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO MUTUALLY AGREE AS FOLLOWS:



## 1. DEFINITIONS

The defined terms shall have the meanings described in this Section whenever used in this Agreement, except where the context clearly indicates otherwise. The City, in its sole discretion, will resolve any question about the intended meaning of the following terms:

- A. Acceptance Date means the date the Improvements are accepted in writing by the City.
- B. Contractor means the California-licensed general contractor selected through a City-approved competitive bidding process to complete the Improvements on the Property. The term “Contractor” also includes any subcontractors, or other construction-related third parties, hired by the Contractor to complete any portion of the Improvements.
- C. Contractor’s Agreement and Scope of Work means the contract entered into between the Property Owner and the Contractor for construction of the Improvements on the Property.
- D. Emergency Repairs means any entrance upon the Property, made on behalf of the City, to repair, protect, maintain, and preserve the architectural style and treatment to the Façade of the Property.
- E. Façade means the exterior surfaces of the building(s) located on the Property given special architectural treatment.
- F. Improvements means the total improvements made to the Façade of the Property as indicated on Exhibit “B.”
- G. Irrevocable License means the irrevocable license hereby granted from the Property Owner and the Participant to the City over portion of land on the Property that the Property Owner grants to the City to access, occupy and use, to for the purpose of conducting Emergency Repairs of to the Façade. (See Exhibit “B”). The Irrevocable License guarantees the City the right to make Emergency Repairs to the Property if the Property Owner fails to maintain the Property and the Façade pursuant to Section 4.
- H. Loan means the City reimbursement of \$[insert amount] to the Property Owner upon proper completion of the Improvements.
- I. Participant means the person or persons operating the business located at the Property where the Improvements are made.
- J. Project has the same meaning as “Improvements.”
- K. Project Manager means the City’s designated representative who will monitor the progress and execution of the Improvements to be constructed under this Agreement.
- L. Property means the unit of real property identified within the County Recorder’s



documents that will be improved under this Agreement. For purposes of this Agreement, the Property is also that real property commonly known as “[insert business name]”, located at [insert business address], National City. A legal description of the Property is attached hereto as Exhibit “A”.

M. Property Owner means the person or entity identified on the title to the Property as shown on the records of the San Diego County Recorder’s Office. ~~The Property Owner is also identified on the Certificate of Ownership (See Exhibit “C”).~~

N. Total Cost Expenditure means all receipts, invoices, and other written documents that show the total actual costs, not to exceed \$[insert dollar amount], paid by the Property Owner to the Contractor to complete the Project.

## 2. ~~CERTIFICATE OF OWNERSHIP~~

The Property Owner accepts all Improvements made to the Property under this Agreement ~~and has signed the Certificate of Ownership, attached to this Agreement as Exhibit “C”.~~

## 3. PARTICIPANT CONSENT AND RESPONSIBILITIES

A. The Participant consents to the construction of Improvements on the Property and to the Irrevocable License described in this Agreement.

B. The Participant may not prohibit or deny the City, or a representative of the City, from making Emergency Repairs to the Façade for a period of five (5) years following the Acceptance Date.

## 4. PROPERTY OWNER’S RESPONSIBILITIES

A. The Property Owner will meet with the Project Manager and other City representatives to coordinate the construction of the Improvements.

~~B.~~ Within ten (10) days after this Agreement is signed by all parties, the Property Owner shall both: (1) enter into the Contractor’s Agreement and Scope of Work, and (2) provide a signed copy of the Contractor’s Agreement to the Project Manager.

~~B-C.~~ The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor’s license and (2) proof of insurance. The Contractor’s insurance must meet all requirements in Section 13 of this Agreement.

~~C-D.~~ The Property Owner must maintain the Improvements in good condition as determined by the City. The Property Owner must repair or replace any damage to the Improvements for five (5) years following the Acceptance Date. The City must approve all proposed repair or replacement of the Improvements completed pursuant to this Section 4 (C).



~~D.E.~~ The Property Owner will not increase the rent to the Participant for a period of five (5) years following the completion date of the Improvements.

## 5. LOAN TO PROPERTY OWNER

~~(1)~~ The City will reimburse the Property Owner \$[insert dollar amount] after the Property Owner properly ~~installs~~ causes the Improvements to be installed at the Property ("Loan"). ~~The Loan will become immediately repayable to the City if~~

~~(2) (1) — the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned.~~

~~(3) Any event listed in Section 5(A)(1) occurs within five (5) years after the Acceptance Date.~~

~~B. The City will pay the Loan to the Property Owner, as discussed in Section 7, for services described in the Contractor's Agreement and Scope of Work.~~

## 6. CONDITIONS OF LOAN ~~/IRREVOCABLE LICENSE~~

A. If the City determines that the Improvements described in the Contractor's Agreement and Scope of Work ~~are have been~~ properly maintained ~~for at least~~ at all times during the five (5) years following the Acceptance Date, ~~the City will forgive~~ the Loan shall be forgiven. If forgiven, the Property Owner will not be required to repay the Loan to the City. However, the Loan will become immediately repayable to the City if either:

(1) the Property is: sold; ~~leased~~; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the ~~City~~ Loan secured by this Agreement); vacated; transferred; or assigned without the written consent of the City.

(2) the City determines that the Improvements are not properly maintained as required by Section 4 of this Agreement and the Property Owner or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City's delivery of written notice to the Property Owner and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

~~(3) the City provides Property Owner and Participant with written notice that either event in Subsections (1)–(2) of this Section 6 has occurred.~~

B. Any payments owed to the City pursuant to this Section 6 shall accrue interest at ~~twelve~~ ten percent (10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 6 shall first



be applied to accrued interest, then to the principal amount.

- C. ~~The Irrevocable License, attached to this Agreement as Exhibit "B," must be granted from the Property Owner to the City. The Irrevocable License shall guarantee the City the right to make Emergency Repairs to the Property if In the event the Property Owner fails to maintain the Property and the Façade pursuant to Section 4. In the event of such failure, the City may assess the Real Property in the amount of the Emergency Repairs.~~

## 7. CITY'S RESPONSIBILITIES

- A. The City will meet with the Property Owner to discuss the design of the Improvements.

~~B. The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor's license and (2) proof of insurance. The Contractor's insurance must meet all requirements in Section 13 of this Agreement.~~

~~C.~~ B. The Contractor must submit proposed plans to construct the Improvements with the City. The City shall have sole discretion to accept or deny any proposed plans submitted by the Contractor.

~~D.~~ C. The Project Manager will monitor, without liability to the City, the construction of the Improvements and require that the Contractor follow the Contractor's Agreement and Scope of Work when constructing the Improvements. The Loan described in Section 5 is the only source of funding for any payments made to a Contractor under this Agreement.

~~E.~~ D. The City shall have sole discretion to determine whether the Improvements conform to the Contractor's Agreement and Scope of Work and any other City-approved plans.

~~F.~~ E. If the City determines that the Improvements conform to the Contractor's Agreement and Scope of Work, and any other City-approved plans, the City will notify the Property Owner and Participant in writing. The date of this writing will be the Acceptance Date.

~~G.~~ F. The City shall review the Total Cost Expenditure submitted by the Property Owner. If no discrepancies with the Total Cost Expenditure exist, and all other obligations under this Agreement have been met, the City shall ~~issue full payment of the Loan~~ to the Property Owner, within thirty (30) days' receipt of the Total Cost Expenditure, an amount equal to the amount set forth in the Total Cost Expenditure up to the amount of the Loan.

## 8. RECORDED DEED OF TRUST

- A. A Deed of Trust shall be recorded in the Office of the San Diego County Recorder. ~~The~~



~~Deed of Trust will constitute constructive notice to the public that:~~

- ~~(1) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~
  - ~~(2) if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~
  - ~~(3) if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property. [CAH]~~
- B. In the event of a default by the Property Owner or Participant under this Agreement, the Note or the Deed of Trust, or if the Property Owner has not paid the City the full cost of any Emergency Repairs (including accrued interest) performed to the Property the City shall have the right to foreclose on the Deed of Trust five (5) years following the Acceptance Date, the Irrevocable License shall continue in effect until the City is paid for the Emergency Repairs (include accrued interest).

## 9. TIME OF PERFORMANCE

The Contractor must complete the Improvements within six (6) MONTHS of the date of this Agreement. The Property Owner Contractor shall submit the Total Cost Expenditure to the Project Manager no later than thirty (30) days after the Acceptance Date.

## 10. LIABILITY; INDEMNIFICATION AND HOLD HARMLESS

The Property Owner and Participant shall be responsible for all injuries to persons and/or all damages to real or personal property of the City or others, caused by or resulting from the negligence and/or breach of this Agreement, by the Property Owner, Participant, their employees, contractors, subcontractors and/or agents during the construction of the Improvements, or arising out of this Agreement, except those arising from the sole negligence or willful misconduct of the City. The Property Owner and Participant each agree to defend, indemnify and hold harmless the ~~City of National City~~, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of Property Owner and Participants' respective performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful



misconduct of the City, its agents, officers, employees or volunteers. City will cooperate reasonably in the defense of any action, and Property Owner and Participant shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

#### 11. WORKERS' COMPENSATION

The Property Owner and Participant shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Property Owner and Participant under this Agreement.

#### 12. INSURANCE

The Property Owner, at Property Owner's sole cost and expense, shall purchase and maintain, and shall require their Contractor, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

B. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

C. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of Contractors' employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement. If Contractor have no employees subject to the California Workers' Compensation and Labor laws, Contractor shall execute a Declaration to that effect. Said Declaration shall be provided by the Property Owner and Contractor to City.

E. The aforesaid policies shall constitute primary insurance as to the City, its officers,



officials, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the Property Owner and Contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Property Owner and Contractor do not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the City.

K. If the Property Owner and Contractor maintain broader coverage or higher limits (or both) than the minimum limits shown above, the City requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the Property Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### 13. NOTICE OF DEFAULT

If the Property Owner or Participant (or both) fail to perform or observe any of their respective obligations required by this Agreement, the City will provide written notice to the Property Owner or Participant (or both) explaining such default. If Property Owner or Participant (or both) fail to correct such default within thirty (30) days' receipt of the notice, and fail to make diligent efforts to correct the default, the Loan will become immediately repayable pursuant to Sections 5, 6, and 8 of this Agreement.



14. ENTIRE AGREEMENT; EXHIBITS AND SCHEDULES

A. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties regarding the site improvement provisions described in this Agreement. No subsequent agreement, representation, or promise made by either party to this Agreement, or by or to an employee, officer, agent or representative of any party to this Agreement shall be of any effect unless it is in writing and executed by the party to be bound thereby.

B. The Exhibits attached to this Agreement are hereby incorporated to this Agreement by this reference for all purposes. To the extent any Exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

15. MODIFICATIONS TO AGREEMENT

The terms of this Agreement may not be modified or amended except by an instrument in writing signed by each of the parties to this Agreement.

16. CONSTRUCTION OF AGREEMENT

The parties acknowledge that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.



CITY OF NATIONAL CITY

[insert name of Property Owner], Property Owner of [insert property address], National City, California 91950

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
Leslie Deese, City Manager

By: \_\_\_\_\_  
*(Name)*

APPROVED AS TO FORM:  
Angil P. Morris Jones  
City Attorney

\_\_\_\_\_  
*(Print)*

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

[insert name of Participant], Operator of “[insert name of business]” (located at [insert business address] National City, California 91950)

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*



NO CHARGE ON THIS  
DOCUMENT  
FOR THE BENEFIT OF ~~A STATE  
AGENCY FURNISHED BY~~ THE CITY  
OF NATIONAL CITY

Recording Requested By:

City of National City  
Housing and Economic Development  
Department  
1243 National City Boulevard  
National City, CA 91950-4301

And When Recorded Mail To:

City of National City  
Housing and Economic Development  
Department  
1243 National City Boulevard  
National City, CA 91950-4301

## DEED OF TRUST

**THIS DEED OF TRUST** is made this \_\_\_\_\_ by \_\_\_\_\_,  
whose address is \_\_\_\_\_ ("Trustor<sup>ed</sup>"), to Stewart Title Company, a  
California corporation ("Trustee"); for the benefit of the City of National City ("Beneficiary"),  
whose address is 1243 National City Boulevard, National City, California 91950-4301.

**TRUSTOR HEREBY** irrevocably grants, transfers, and assigns to Trustee, in trust, with  
power of sale, all that property, including, but not limited to, real property ("Proprety" or the  
"Business") located at \_\_\_\_\_, National City, CA, 91950,  
APN Nos. \_\_\_\_\_, in the City of National City, County of San  
Diego, State of California, more particularly described as: ;

## FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a promissory note of even date herewith executed  
by Trustor, in the principal sum of \_\_\_\_\_ AND  
NO/IOO DOLLARS (\$\_\_\_\_\_), and any renewal, extension, or modification of the  
promissory note (the "Note");



(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Business by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and

(3) The performance of each agreement contained in this Deed of Trust

~~(3)(4) The performance of each agreement of Trustor under that certain including the Signage and Façade Maintenance Agreement of even date herewith and the Irrevocable License.~~

~~(4) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~

~~(5) if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~

~~(6)(5) if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property.~~ [CA2]

## A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

### Maintenance and Repair

(1) To keep the Property/-Business in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed on the Property/Business ; to pay when due all claims for labor performed and materials furnished for the Property/Business, to comply with all laws affecting the Property/Business or requiring any alterations or improvements to be made on the Property/Business; not to commit or permit waste of the Property/Business; not to commit, suffer or permit any act upon the Property/Business in violation of law; and to cultivate and maintain the landscaping, and do all other acts that from the character or use of the Property/Business may be reasonably necessary.

A. If the Beneficiary City determines that the Improvements described in the Signage and Façade Maintenance Agreement ~~are have been~~ properly maintained for at least five (5) years following the Acceptance Date, the Beneficiary City will forgive the Loan, as defined in the Signage and Façade Maintenance Agreement. If forgiven, the Property Owner Trustor will not be required to repay the Loan to the Beneficiary City. However, the Loan will become immediately repayable to the Beneficiary City if:

(1) the Property is: sold; ~~leased~~; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the ~~City~~ Loan



~~secured by this Agreement~~); vacated; transferred; or assigned without the written consent of the Beneficiary.

(2) the ~~Beneficiary City~~ determines that the Improvements are not properly maintained as required by this Section and the Trustor or the Participant, as defined in the Signage and Façade Maintenance Agreement, does not restore the Improvements to a condition acceptable to the Beneficiary within thirty (30) days following the Beneficiary's delivery of written notice to the Trustor and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

~~(3) the City provides Property Owner and Participant with written notice that either event in Subsections (1)–(2) of Section 6 in the Signage and Façade Maintenance Agreement has occurred.~~

### **Fire Insurance**

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust, and in any order determined by Beneficiary, or at the option of Beneficiary, the entire amount so collected or any part of that amount may be released to Trustor, except that if the proceeds of the award for any taking or injury to the Property/-Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/-Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

### **Defense of Security**

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

### **Payment of Liens and Taxes**

(4) To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Business/Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property/-Business or any part of the Property/-Business, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then



Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner, and to the extent deemed necessary to Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor, and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the ~~following related~~ rights and powers: to enter upon the Property/~~Business~~ for the foregoing purposes ~~as noted in~~ pursuant to the Irrevocable License and to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights and powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

- A. Any payments owed to the City pursuant to this Section 4 shall accrue interest at ~~twelve~~ ten percent (~~102~~%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 4 shall first be applied to accrued interest, then to the principal amount.
- B. ~~In the event any of The loan will only begin to accrue 12% at that point after the three conditions set forth in Section 1.A.(1) or(2), below above, are triggered, the Loan shall be deemed to have accrued: (i) This interest should not be retroactive to the loan date. Only 3% simple interest will accrue between from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full. the loan date and the conditions listed below, making the loan immediately payable. [CA3]~~
  - (1) ~~if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, the Loan shall become immediately repayable as described in Section 6 of this Agreement.~~
  - (2) ~~if the City determines that the Improvements are properly maintained for at least five (5) years following the Acceptance Date, the City will forgive the Loan.~~
  - (3) ~~if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear title to the Property.~~

### Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any beneficiary statement requested by Trustor or any other beneficiary of a Deed of Trust encumbering the Property/Business regarding the obligation secured by this Deed of Trust.



### Obligations of Trustor

- (6) That Trustor will not permit or suffer the use of any of the Property/-Business for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.
- (7) That the Signage and Façade Improvement Loan Agreement ~~and the Irrevocable License referred as defined~~ in the Note ~~are is~~ incorporated herein by reference and made a part of this Deed of Trust.
- (8) To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under the Deed of Trust.

### B. TRUSTOR AGREES THAT:

#### Condemnation Award

- (1) Any award of damages in connection with any taking or condemnation, or for injury to the Property/-Business by reason of public use, or for damages for private trespass or injury to the Property/Business, is hereby assigned and shall be paid to Beneficiary, as its interest may appear as further security for all obligations secured by this Deed of Trust, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

#### Waiver of Late Payments

- (2) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

#### Trustee's Powers

- (3) Upon written request of Beneficiary and presentation of this Deed of Trust, Trustee may (a) reconvey all or any part of the Property/Business; (b) consent to the making and recording, or either, on any map or plat of all or any part of the Property/Business; (c) join in granting any easement of the Property/Business; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining Property/Business as security for the repayment of the full amount secured by this Deed of Trust.



### **Full Reconveyance**

(4) Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, any notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property/Business then subject to this Deed of Trust. Absent manifest error, the recitals in the Reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the Reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust, unless directed in the request to retain them.

### **Assignment of Rents**

(5) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the Property/Business, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default for which cure has not been commenced within thirty (30) days and thereafter completed with diligence, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property/Business or any part of the Property/Business : sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default under this Deed of Trust or invalidate any act done pursuant to such a notice.

### **Default in Foreclosure**

(6) Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust for which cure has not been commenced within thirty (30) days, and thereafter completed with diligence, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property/Business. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, a copy of the Agreement, and all other documents evidencing obligations secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the Notice of Default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property/Business at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property/Business by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public



announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property/Business old, but without any covenant or warranty, express or implied. Absent manifest error, the recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

### **Further Encumbrances**

~~(7) — Should the BUSINESS be sold, hypothecated, vacated, leased, transferred, assigned, or alienated on or before five (5) years from the Completion Date of the improvements, this Loan shall be repayable in full by the BUSINESS OWNER(S) to CDC, upon demand, with interest at the option of the CDC, (each, a "Transfer"), without first obtaining the written consent of the Beneficiary, then all obligations secured by the Deed of Trust may be declared due and payable, Agreement (as defined in the Note). Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.~~

~~Interest shall be calculated at 3.0 % per annum simple interest retroactive to the date of the Loan. Unless BUSINESS OWNER(S) has complied with the terms of the AGREEMENT, the Loan identified shall constitute a lien upon the Business in the amount of the loan plus interest computed.~~

~~The Debtor will pay the note secured by this Deed of Trust and any renewal or extension of it and any other indebtedness secured by this Deed of Trust in accordance with the terms and provisions of this Deed of Trust. On full payment by the Debtor of all indebtedness secured by this agreement in accordance with this Deed of Trust, this Deed of Trust shall expire, and the Secured Party's security interest in the Collateral, as set forth in this Deed of Trust shall terminate.~~

### **General Provisions**

~~(87)~~ This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust, and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean City of National City, and the heirs, legatees, devisees, administrators, executors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

### **Acceptance by Trustee**

(9) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.



### **Substitution of Trustees**

(10) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property/Business is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

### **Cumulate Powers and Remedies**

(11) The powers and remedies conferred in the Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

### **Conclusiveness of Recitals**

(12) The recitals contained in any Reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

### **Attorneys' Fees**

(13) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

### **Co-trustees**

(14) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

### **Request for Notices of Default and Sale**

(15) In accordance with Section 2924b of the California Civil Code; request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property/Business be mailed to:



City of National City  
Housing and Economic Development  
1243 National City Boulevard  
National City, CA 91950-4301

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth above.

### **Reasonable Inspection**

(17) Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property/Business at any and all reasonable times, with at least 24 hours advance notice. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property/Business.

### **Hazardous Materials**

(18) For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes or toxic substances in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), and those substances defined as hazardous wastes in 25117 of the California Health and Safety Code or as hazardous substances in 25316 of the California Health and Safety Code or in any regulations promulgated under either such law, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(19) In addition to the general and specific representations, covenants, and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants, and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property/Business or any part thereof, and neither the Property/Business nor any part thereof, or any Property/Business adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by another person) as a manufacturing site, dump site, or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees contractors, and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from



and against any and all losses, liabilities, damages, injuries, costs,' expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors or agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property/Business or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property/Business(including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, State or local statute law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor.

Notwithstanding the foregoing, Trustor's obligations under this section shall not apply to any losses, liabilities, damages, injuries, costs, expense, or claims which arise out of or relate to Hazardous Materials which are generated, released or stored on the Property/Business after the date that Beneficiary takes possession thereof.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property/Business or (ii) any complaint, order, citation, or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health, or safety matter affecting Trustor, or the Property/Business("Environmental Complaint") from any person or entity, including, without limitations, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property/Business or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property/Business , which if true, could result in an order, suit, or other action against Trustor affecting any part of the Property/Business by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under the Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust, and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable under the note secured hereby.

### **Continuing Obligations**

(e) The foregoing representation, covenants, indemnities, and warranties shall be continuing, and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities, and warranties shall survive such release.



**Successor Owners**

(20) Each successor owner of an interest in the Property/Business other than through foreclosure or deed in lieu of foreclosure, shall take its interest subject to this Deed of Trust.

**Governing Law**

(21) This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Dated \_\_\_\_\_

~~Debtor~~ Trustor:  
~~Doing business as:~~

\_\_\_\_\_

\_\_\_\_\_~~SECURED PARTY City of National City~~

\_\_\_\_\_  
 \_\_\_\_\_

**Sate California**                    )  
**County of**                        )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public



## NOTE

\$\_\_\_\_\_

California.

National City, San Diego County,

1. FOR VALUE RECEIVED, and in consideration of that certain Signage and Façade Maintenance Agreement (“Agreement”) of even date herewith, made by the City of National City (“City”) and \_\_\_\_\_ (“Maker”), the Maker undersigned promises to pay to the City or order, of the City of National City at 140 East 12<sup>th</sup> Street, Suite B, National City, San Diego County, California, or at any other place in the State of California that any holder of this Note may designate in writing, the principal sum of \$\_\_\_\_\_ subject to the terms and conditions set forth hereafter with interest, from the date written above until paid, at the rate of 3% percent per annum. This Note is executed pursuant to the Agreement and the deed of trust (“Deed of Trust”), being executed concurrently herewith, to be recorded in the office of the County Recorder of San Diego County. All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Agreement.

2. Terms of Loan. If the Holder determines that the Improvements described in the Contractor’s Agreement and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, this Note shall be forgiven in its entirety. Provided, however, this Note shall become immediately repayable to the City if either:

This Note, together with all interest due on it, is due and payable as follows:

DEBTOR AND CITY agree that the loan will only begin to accrue 12% at that point after the three conditions below are triggered. This interest should not be retroactive to the loan date. Only 3% simple interest will accrue between the loan date and the conditions listed below, making the loan immediately payable. [CA4]

1. —(a) if the Property is: sold; leased; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the City Loan secured by this Agreement/Deed of Trust); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, without the written consent of the City, the Loan shall become immediately repayable as described in Section 6 of this Agreement.

2. (b) if the City determines that the Improvements are not properly maintained as required by Section 4 of the Agreement and the Maker or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City’s delivery of written notice to the Maker and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements for at least five (5) years following the Acceptance Date, the City will forgive the Loan.

3. if the City forgives the Loan, the Property Owner will not be required to repay the Loan to the City. If the Loan is so forgiven, the City shall promptly record with the San Diego County Recorder a re-conveyance of title to the Property and all other documents necessary to clear



~~title to the Property.~~ [CA5]

(c) In the event any of the conditions set forth in Section 2(a) or (b), above, are triggered, this Note shall become immediately due and payable and this Note shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

~~The payment of this Note is secured by a Deed of Trust of this date from \_\_\_\_\_ to the City of National City granting a security interest in and to the following described property: \_\_\_\_\_, APN No. \_\_\_\_\_ together with all other property described in or referred to in the Deed of Trust.~~

(d) The maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

(e) If this ~~Note~~ is placed in an attorney's hands for collection, or collected by a lawsuit or through a bankruptcy, or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorneys' fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.

(f) ~~Failure to pay any part of the principal or interest of this Note when due, or failure to carry out any of the terms, covenants, or condition of this Note, the Agreement or the Deed of Trust, shall authorize the holder of this Note to declare as immediately due and payable all of the then-unpaid principal and interest, and to exercise any and all of the rights and remedies provided by the California Commercial Codes set forth in this Note, the Agreement and the Deed of Trust, as well as all other rights and remedies either at law or in equity possessed by the holder of the Note.~~

(g) The makers, signers, and endorsers of this Note jointly and severally waive presentment, notice of dishonor, and protest.

**MAKER:**

\_\_\_\_\_ Dated \_\_\_\_\_

~~Debtor:~~

~~Doing business as:~~

\_\_\_\_\_  
\_\_\_\_\_



~~SECURED PARTY City of National City~~

~~Sate California~~ \_\_\_\_\_ )  
~~County of~~ \_\_\_\_\_ )

~~On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.~~

~~I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.~~

~~WITNESS my hand and official seal.~~

\_\_\_\_\_  
Signature of Notary Public



## SIGNAGE AND FAÇADE MAINTENANCE AGREEMENT

This Signage and Façade Maintenance Agreement (“Agreement”), is entered into on this [insert day] day of [insert month], 2018 by and between: the City of National City, a municipal corporation (the “City”); [insert owner’s name and mailing address], hereafter referred to as the “Property Owner”; and [insert business name], hereafter referred to as the “Participant,” located at [insert business address] in National City, California, hereafter referred to as the “Property.”

RECITALS

WHEREAS, the City desires to stimulate private and public investment throughout the City of National City.

WHEREAS, Government Code § 40401(b) permits the City Council to improve, equip, and maintain places within the City.

WHEREAS, part of the City’s vision and guiding principles in the City’s General Plan, adopted June 7, 2011, focuses on the City maintaining and enhancing economic development opportunities as well as implementing measures that retain and attract business.

WHEREAS, Objective #2 of the City’s 2013-2018 Strategic Plan seeks to establish economic development programs that retain existing businesses and stimulate new investments.

WHEREAS, the City believes that investment in improvements visible to customers, neighboring merchants, and residents will beautify the community and increase the volume of business by making the City of National City and individual businesses more attractive and accessible.

WHEREAS, the City believes that certain improvements that are completed in a meaningful and artful way confer a public benefit by providing certain visual elements and improvements that can be viewed and used by the general public.

WHEREAS, the City has determined that the Property subject to this Agreement is located at a strategic location in the City of National City and whose enhancement would confer an aesthetic and economic benefit to the City of National City.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

The defined terms shall have the meanings described in this Section whenever used in this Agreement, except where the context clearly indicates otherwise. The City, in its sole discretion, will resolve any question about the intended meaning of the following terms:

A. Acceptance Date means the date the Improvements are accepted in writing by the City.



- B. Contractor means the California-licensed general contractor selected through a City-approved competitive bidding process to complete the Improvements on the Property. The term “Contractor” also includes any subcontractors, or other construction-related third parties, hired by the Contractor to complete any portion of the Improvements.
- C. Contractor’s Agreement and Scope of Work means the contract entered into between the Property Owner and the Contractor for construction of the Improvements on the Property.
- D. Emergency Repairs means any entrance upon the Property, made on behalf of the City, to repair, protect, maintain, and preserve the architectural style and treatment to the Façade of the Property.
- E. Façade means the exterior surfaces of the building(s) located on the Property given special architectural treatment.
- F. Improvements means the total improvements made to the Façade of the Property as indicated on Exhibit “B.”
- G. Irrevocable License means the irrevocable license hereby granted from the Property Owner and the Participant to the City over the Property to access, occupy and use, for the purpose of conducting Emergency Repairs to the Façade. The Irrevocable License guarantees the City the right to make Emergency Repairs to the Property if the Property Owner fails to maintain the Property and the Façade pursuant to Section 4.
- H. Loan means the City reimbursement of \$[insert amount] to the Property Owner upon proper completion of the Improvements.
- I. Participant means the person or persons operating the business located at the Property where the Improvements are made.
- J. Project has the same meaning as “Improvements.”
- K. Project Manager means the City’s designated representative who will monitor the progress and execution of the Improvements to be constructed under this Agreement.
- L. Property means the unit of real property identified within the County Recorder’s documents that will be improved under this Agreement. For purposes of this Agreement, the Property is also that real property commonly known as “[insert business name]”, located at [insert business address], National City. A legal description of the Property is attached hereto as Exhibit “A”.
- M. Property Owner means the person or entity identified on the title to the Property as shown on the records of the San Diego County Recorder’s Office.
- N. Total Cost Expenditure means all receipts, invoices, and other written documents that



show the total actual costs, not to exceed \$[insert dollar amount], paid by the Property Owner to the Contractor to complete the Project.

2. OWNERSHIP

The Property Owner accepts all Improvements made to the Property under this Agreement.

3. PARTICIPANT CONSENT AND RESPONSIBILITIES

- A. The Participant consents to the construction of Improvements on the Property and to the Irrevocable License described in this Agreement.
- B. The Participant may not prohibit or deny the City, or a representative of the City, from making Emergency Repairs to the Façade for a period of five (5) years following the Acceptance Date.

4. PROPERTY OWNER'S RESPONSIBILITIES

- A. The Property Owner will meet with the Project Manager and other City representatives to coordinate the construction of the Improvements.
- B. Within ten (10) days after this Agreement is signed by all parties, the Property Owner shall both: (1) enter into the Contractor's Agreement and Scope of Work, and (2) provide a signed copy of the Contractor's Agreement to the Project Manager.
- C. The Property Owner will select the Contractor. The Contractor must provide the Project Manager, or designee, (1) proof of contractor's license and (2) proof of insurance. The Contractor's insurance must meet all requirements in Section 13 of this Agreement.
- D. The Property Owner must maintain the Improvements in good condition as determined by the City. The Property Owner must repair or replace any damage to the Improvements for five (5) years following the Acceptance Date. The City must approve all proposed repair or replacement of the Improvements completed pursuant to this Section 4 (C).
- E. The Property Owner will not increase the rent to the Participant for a period of five (5) years following the completion date of the Improvements.

5. LOAN TO PROPERTY OWNER

The City will reimburse the Property Owner \$[insert dollar amount] after the Property Owner properly causes the Improvements to be installed at the Property ("Loan").

6. CONDITIONS OF LOAN

- A. If the City determines that the Improvements described in the Contractor's Agreement



and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, the Loan shall be forgiven. If forgiven, the Property Owner will not be required to repay the Loan to the City. However, the Loan will become immediately repayable to the City if either:

- (1) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Loan); vacated; transferred; or assigned without the written consent of the City.
  - (2) the City determines that the Improvements are not properly maintained as required by Section 4 of this Agreement and the Property Owner or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City's delivery of written notice to the Property Owner and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.
- B. Any payments owed to the City pursuant to this Section 6 shall accrue interest at ten percent (10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 6 shall first be applied to accrued interest, then to the principal amount.
  - C. In the event the Property Owner fails to maintain the Property and the Façade pursuant to Section 4, the City may assess the Real Property in the amount of the Emergency Repairs.

## 7. CITY'S RESPONSIBILITIES

- A. The City will meet with the Property Owner to discuss the design of the Improvements.
- B. The Contractor must submit proposed plans to construct the Improvements with the City. The City shall have sole discretion to accept or deny any proposed plans submitted by the Contractor.
- C. The Project Manager will monitor, without liability to the City, the construction of the Improvements and require that the Contractor follow the Contractor's Agreement and Scope of Work when constructing the Improvements. The Loan described in Section 5 is the only source of funding for any payments made to a Contractor under this Agreement.
- D. The City shall have sole discretion to determine whether the Improvements conform to the Contractor's Agreement and Scope of Work and any other City-approved plans.
- E. If the City determines that the Improvements conform to the Contractor's Agreement and Scope of Work, and any other City-approved plans, the City will notify the Property Owner and Participant in writing. The date of this writing will be the Acceptance Date.



- F. The City shall review the Total Cost Expenditure submitted by the Property Owner. If no discrepancies with the Total Cost Expenditure exist, and all other obligations under this Agreement have been met, the City shall pay to the Property Owner, within thirty (30) days' receipt of the Total Cost Expenditure, an amount equal to the amount set forth in the Total Cost Expenditure up to the amount of the Loan.

8. RECORDED DEED OF TRUST

- A. A Deed of Trust shall be recorded in the Office of the San Diego County Recorder.
- B. In the event of a default by the Property Owner or Participant under this Agreement, the Note or the Deed of Trust, or if the Property Owner has not paid the City the full cost of any Emergency Repairs (including accrued interest) performed to the Property the City shall have the right to foreclose on the Deed of Trust.

9. TIME OF PERFORMANCE

The Contractor must complete the Improvements within six (6) MONTHS of the date of this Agreement. The Property Owner shall submit the Total Cost Expenditure to the Project Manager no later than thirty (30) days after the Acceptance Date.

10. LIABILITY; INDEMNIFICATION AND HOLD HARMLESS

The Property Owner and Participant shall be responsible for all injuries to persons and/or all damages to real or personal property of the City or others, caused by or resulting from the negligence and/or breach of this Agreement, by the Property Owner, Participant, their employees, contractors, subcontractors and/or agents during the construction of the Improvements, or arising out of this Agreement, except those arising from the sole negligence or willful misconduct of the City. The Property Owner and Participant each agree to defend, indemnify and hold harmless the City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of Property Owner and Participants' respective performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees or volunteers. City will cooperate reasonably in the defense of any action, and Property Owner and Participant shall employ competent counsel, reasonably acceptable to the City Attorney. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

11. WORKERS' COMPENSATION



The Property Owner and Participant shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Property Owner and Participant under this Agreement.

## 12. INSURANCE

The Property Owner, at Property Owner's sole cost and expense, shall purchase and maintain, and shall require their Contractor, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

B. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the City and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

C. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of Contractors' employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement. If Contractor have no employees subject to the California Workers' Compensation and Labor laws, Contractor shall execute a Declaration to that effect. Said Declaration shall be provided by the Property Owner and Contractor to City.

E. The aforesaid policies shall constitute primary insurance as to the City, its officers, officials, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the Property Owner and Contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.



G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Property Owner and Contractor do not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the City.

K. If the Property Owner and Contractor maintain broader coverage or higher limits (or both) than the minimum limits shown above, the City requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the Property Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### 13. NOTICE OF DEFAULT

If the Property Owner or Participant (or both) fail to perform or observe any of their respective obligations required by this Agreement, the City will provide written notice to the Property Owner or Participant (or both) explaining such default. If Property Owner or Participant (or both) fail to correct such default within thirty (30) days' receipt of the notice, and fail to make diligent efforts to correct the default, the Loan will become immediately repayable pursuant to Sections 5, 6, and 8 of this Agreement.

### 14. ENTIRE AGREEMENT; EXHIBITS AND SCHEDULES

A. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties regarding the site improvement provisions described in this Agreement. No subsequent agreement, representation, or promise made by either party to this Agreement, or by or to an employee, officer, agent or representative of any party to this Agreement shall be of any effect unless it is in writing and executed by the party to be bound thereby.



B. The Exhibits attached to this Agreement are hereby incorporated to this Agreement by this reference for all purposes. To the extent any Exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

15. MODIFICATIONS TO AGREEMENT

The terms of this Agreement may not be modified or amended except by an instrument in writing signed by each of the parties to this Agreement.

16. CONSTRUCTION OF AGREEMENT

The parties acknowledge that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.



CITY OF NATIONAL CITY

[insert name of Property Owner], Property Owner of [insert property address], National City, California 91950

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
Leslie Deese, City Manager

APPROVED AS TO FORM:  
Angil P. Morris Jones  
City Attorney

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

[insert name of Participant], Operator of “[insert name of business]” (located at [insert business address] National City, California 91950)

*(Corporation – signatures of two corporate officers required)*

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*



NO CHARGE ON THIS  
DOCUMENT  
FOR THE BENEFIT OF THE CITY  
OF NATIONAL CITY

Recording Requested By:

City of National City  
Housing and Economic Development  
Department  
1243 National City Boulevard  
National City, CA 91950-4301

And When Recorded Mail To:

City of National City  
Housing and Economic Development  
Department  
1243 National City Boulevard  
National City, CA 91950-4301

### DEED OF TRUST

**THIS DEED OF TRUST** is made this \_\_\_\_\_ by \_\_\_\_\_, whose address is \_\_\_\_\_ (“Trustor”), to Stewart Title Company, a California corporation (“Trustee”); for the benefit of the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950-4301.

**TRUSTOR HEREBY** irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property, including, but not limited to, real property (“Property” or the “Business”) located at \_\_\_\_\_, National City, CA, 91950, APN Nos. \_\_\_\_\_, in the City of National City, County of San Diego, State of California, more particularly described as:

### FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a promissory note of even date herewith executed by Trustor, in the principal sum of \_\_\_\_\_ AND NO/IOO DOLLARS (\$\_\_\_\_\_), and any renewal, extension, or modification of the promissory note (the “Note”);



(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Business by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and

(3) The performance of each agreement contained in this Deed of Trust

(4) The performance of each agreement of Trustor under that certain Signage and Façade Maintenance Agreement of even date herewith.

(5)

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

**Maintenance and Repair**

(1) To keep the Property/Business in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed on the Property/Business ; to pay when due all claims for labor performed and materials furnished for the Property/Business, to comply with all laws affecting the Property/Business or requiring any alterations or improvements to be made on the Property/Business; not to commit or permit waste of the Property/Business; not to commit, suffer or permit any act upon the Property/Business in violation of law; and to cultivate and maintain the landscaping, and do all other acts that from the character or use of the Property/Business may be reasonably necessary.

A. If the Beneficiary determines that the Improvements described in the Signage and Façade Maintenance Agreement have been properly maintained for at least five (5) years following the Acceptance Date, the Beneficiary will forgive the Loan, as defined in the Signage and Façade Maintenance Agreement. If forgiven, the Trustor will not be required to repay the Loan to the Beneficiary. However, the Loan will become immediately repayable to the Beneficiary if:

(1) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Loan); vacated; transferred; or assigned without the written consent of the Beneficiary.

(2) the Beneficiary determines that the Improvements are not properly maintained as required by this Section and the Trustor or the Participant, as defined in the Signage and Façade Maintenance Agreement, does not restore the Improvements to a condition acceptable to the Beneficiary within thirty (30) days following the Beneficiary's delivery of written notice to the Trustor and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.



### **Fire Insurance**

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary as its interest may appear. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust, and in any order determined by Beneficiary, or at the option of Beneficiary, the entire amount so collected or any part of that amount may be released to Trustor, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

### **Defense of Security**

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

### **Payment of Liens and Taxes**

(4) To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Business/Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property/Business or any part of the Property/Business, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner, and to the extent deemed necessary to Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor, and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the right and power: to enter upon the Property/Business for the foregoing purposes pursuant to the Irrevocable License and to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights and powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

- A. Any payments owed to the City pursuant to this Section 4 shall accrue interest at ten percent (10%) per annum or at the highest amount permitted by applicable law, whichever is lower. Any payments the City receives pursuant to this Section 4 shall first



be applied to accrued interest, then to the principal amount.

- B. In the event any of the conditions set forth in Section 1.A.(1) or(2), above, are triggered, the Loan shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

### **Reimbursement of Costs**

- (5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any beneficiary statement requested by Trustor or any other beneficiary of a Deed of Trust encumbering the Property/Business regarding the obligation secured by this Deed of Trust.

### **Obligations of Trustor**

- (6) That Trustor will not permit or suffer the use of any of the Property/Business for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.
- (7) That the Signage and Façade Improvement Loan Agreement as defined in the Note is incorporated herein by reference and made a part of this Deed of Trust.
- (8) To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans, and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under the Deed of Trust.

## **B. TRUSTOR AGREES THAT:**

### **Condemnation Award**

- (1) Any award of damages in connection with any taking or condemnation, or for injury to the Property/Business by reason of public use, or for damages for private trespass or injury to the Property/Business, is hereby assigned and shall be paid to Beneficiary, as its interest may appear as further security for all obligations secured by this Deed of Trust, except that if the proceeds of the award for any taking or injury to the Property/Business or the amount of such proceeds plus funds provided by Trustor is sufficient to allow for the repair and restoration of the Property/Business, and such repair and/or restoration is physically and legally possible, then the Trustor shall use the proceeds of the award to timely effectuate such repair and/or restoration. Upon receipt of such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.



### **Waiver of Late Payments**

(2) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

### **Trustee's Powers**

(3) Upon written request of Beneficiary and presentation of this Deed of Trust, Trustee may (a) reconvey all or any part of the Property/Business; (b) consent to the making and recording, or either, on any map or plat of all or any part of the Property/Business; (c) join in granting any easement of the Property/Business; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining Property/Business as security for the repayment of the full amount secured by this Deed of Trust.

### **Full Reconveyance**

(4) Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been performed in full, surrender of this Deed of Trust, any notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property/Business then subject to this Deed of Trust. Absent manifest error, the recitals in the Reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the Reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust, unless directed in the request to retain them.

### **Assignment of Rents**

(5) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the Property/Business, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default for which cure has not been commenced within thirty (30) days and thereafter completed with diligence, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property/Business or any part of the Property/Business : sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default under this Deed of Trust or invalidate any act done pursuant to such a notice.



### **Default in Foreclosure**

(6) Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust for which cure has not been commenced within thirty (30) days, and thereafter completed with diligence, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property/Business. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, a copy of the Agreement, and all other documents evidencing obligations secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the Notice of Default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property/Business at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property/Business by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property/Business old, but without any covenant or warranty, express or implied. Absent manifest error, the recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

### **General Provisions**

(7) This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust, and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term “Beneficiary” shall mean City of National City, and the heirs, legatees, devisees, administrators, executors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

### **Acceptance by Trustee**

(9) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.



### **Substitution of Trustees**

(10) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property/Business is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

### **Cumulate Powers and Remedies**

(11) The powers and remedies conferred in the Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

### **Conclusiveness of Recitals**

(12) The recitals contained in any Reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

### **Attorneys' Fees**

(13) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

### **Co-trustees**

(14) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

### **Request for Notices of Default and Sale**

(15) In accordance with Section 2924b of the California Civil Code; request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property/Business be mailed to:



City of National City  
Housing and Economic Development  
1243 National City Boulevard  
National City, CA 91950-4301

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth above.

### **Reasonable Inspection**

(17) Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property/Business at any and all reasonable times, with at least 24 hours advance notice. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property/Business.

### **Hazardous Materials**

(18) For purposes of this Deed of Trust, "Hazardous Materials" mean and include any hazardous, toxic or dangerous waste, substance or material including, without limitation, flammable explosives, radioactive materials, asbestos, hazardous wastes or toxic substances in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), and those substances defined as hazardous wastes in 25117 of the California Health and Safety Code or as hazardous substances in 25316 of the California Health and Safety Code or in any regulations promulgated under either such law, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(19) In addition to the general and specific representations, covenants, and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants, and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property/Business or any part thereof, and neither the Property/Business nor any part thereof, or any Property/Business adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by another person) as a manufacturing site, dump site, or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees contractors, and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from



and against any and all losses, liabilities, damages, injuries, costs,' expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors or agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property/Business or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property/Business(including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, State or local statute law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor.

Notwithstanding the foregoing, Trustor's obligations under this section shall not apply to any losses, liabilities, damages, injuries, costs, expense, or claims which arise out of or relate to Hazardous Materials which are generated, released or stored on the Property/Business after the date that Beneficiary takes possession thereof.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property/Business or (ii) any complaint, order, citation, or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health, or safety matter affecting Trustor, or the Property/Business("Environmental Complaint") from any person or entity, including, without limitations, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property/Business or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property/Business , which if true, could result in an order, suit, or other action against Trustor affecting any part of the Property/Business by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under the Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust, and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable under the note secured hereby.

### **Continuing Obligations**

(e) The foregoing representation, covenants, indemnities, and warranties shall be continuing, and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities, and warranties shall survive such release.



**Successor Owners**

(20) Each successor owner of an interest in the Property/Business other than through foreclosure or deed in lieu of foreclosure, shall take its interest subject to this Deed of Trust.

**Governing Law**

(21) This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Dated \_\_\_\_\_

Trustor:

\_\_\_\_\_

**State California** )  
**County of** )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public



**NOTE**

\$\_\_\_\_\_

California.

National City, San Diego County,

1. FOR VALUE RECEIVED, and in consideration of that certain Signage and Façade Maintenance Agreement (“Agreement”) of even date herewith, made by the City of National City (“City”) and \_\_\_\_\_ (“Maker”), the Maker promises to pay to the City or order, at 140 East 12<sup>th</sup> Street, Suite B, National City, California, or at any other place that any holder of this Note may designate in writing, the principal sum of \$\_\_\_\_\_ subject to the terms and conditions set forth hereafter. This Note is executed pursuant to the Agreement and the deed of trust (“Deed of Trust”), being executed concurrently herewith, to be recorded in the office of the County Recorder of San Diego County. All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Agreement.

2. Terms of Loan. If the Holder determines that the Improvements described in the Contractor’s Agreement and Scope of Work have been properly maintained at all times during the five (5) years following the Acceptance Date, this Note shall be forgiven in its entirety. Provided, however, this Note shall become immediately repayable to the City if either:

(a) the Property is: sold; conveyed; refinanced (except for refinances involving existing secured debt which is in a superior position to the Deed of Trust); vacated; transferred; or assigned less than five (5) years following the Acceptance Date, without the written consent of the City.

(b) the City determines that the Improvements are not properly maintained as required by Section 4 of the Agreement and the Maker or the Participant does not restore the Improvements to a condition acceptable to the City within thirty (30) days following the City’s delivery of written notice to the Maker and the Participant indicating in reasonable detail the nature of the improper maintenance of the Improvements.

(c) In the event any of the conditions set forth in Section 2(a) or (b), above, are triggered, this Note shall become immediately due and payable and this Note shall be deemed to have accrued: (i) 3% simple interest from the Acceptance Date until the date such condition is triggered; plus (ii) simple interest at the rate of 10% beginning on the date the condition is triggered until all principal and interest of the Loan is paid in full.

(d) The maker shall have the right to prepay the principal of this note in whole or in part prior to its due date without premium or penalty.

(e) If this Note is placed in an attorney’s hands for collection, or collected by a lawsuit or through a bankruptcy, or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorneys’ fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.



(f) Failure to carry out any of the terms, covenants, or condition of this Note, the Agreement or the Deed of Trust, shall authorize the holder of this Note to declare as immediately due and payable all of the then-unpaid principal and interest, and to exercise any and all of the rights and remedies set forth in this Note, the Agreement and the Deed of Trust, as well as all other rights and remedies either at law or in equity possessed by the holder of the Note.

(g) The makers, signers, and endorsers of this Note jointly and severally waive presentment, notice of dishonor, and protest.

**MAKER:**

\_\_\_\_\_ Dated \_\_\_\_\_

DRAFT



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING THE SIGNAGE AND FACADE IMPROVEMENT PROGRAM  
MAINTENANCE AGREEMENT TO STREAMLINE AND INCORPORATE  
AN IRREVOCABLE LICENSE, A DEED OF TRUST, AND  
A PROMISSORY NOTE IN SAID AGREEMENT

WHEREAS, the purpose of National City's Signage and Façade Improvement Program (SFIP) is to assist businesses in signage compliance and improve the appearance of existing businesses to stimulate revitalization and private sector capital investment by proactively addressing deteriorating property conditions too increase economic vitality in National City; and

WHEREAS, the SFIP reimburses eligible owners of commercial buildings and businesses up to 50% of the total cost of eligible improvements, for a maximum reimbursement of \$10,000 for a single commercial property (Standard Incentive) or \$15,000 for a multiple address property (Multi-Tenant Property Owner Incentive); and

WHEREAS, on October 3, 2017, the City Council approved Resolution 2017-185 adopting the 2017-2022 Economic Development Strategic Plan, and approved the Program Guidelines and Participatory Agreements for the Adopt-A-Place Program, Activate the Right of Way, and Signage and Façade Improvement Program; and

WHEREAS, the Signage and Façade Improvement Program Maintenance Agreement (Agreement) needs to be amended to streamline and incorporate an Irrevocable License, a Deed of Trust, and a Promissory Note, rather than having these as stand-alone documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves amending the Signage and Facade Improvement Program Maintenance Agreement to streamline and incorporate an Irrevocable License, a Deed of Trust, and a Promissory Note in said Agreement.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5th Street \(TSC No. 2018-36\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5<sup>th</sup> Street (TSC No. 2018-36).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**PHONE:** 619-336-4388

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5<sup>th</sup> Street.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 117 E. 5<sup>th</sup> Street.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-36)
3. Resolution



## **EXPLANATION**

Mr. Jose Salvador Garcia, resident of 117 E. 5<sup>th</sup> Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Garcia stated that it is difficult for him to find parking near his residence due to the high demand of parking in this area. Mr. Garcia also stated that his residence possesses a driveway, but is not wide enough to accommodate his vehicle, and a disabled persons parking space in front of his residence would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Garcia's residence has a driveway, but no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with a negligible slope. Americans with Disabilities Act (ADA) guidelines require the minimum dimension for a driveway to be 20 feet long by 12 feet wide, in order to accommodate a vehicle with a disabled driver or passenger. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 117 E. 5<sup>th</sup> Street.

This item was presented to the Traffic Safety Committee (TSC) on December 12, 2018. No one was in attendance to speak in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 E. 5<sup>th</sup> Street. The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.



# Location Map with Recommended Enhancements (TSC Item: 2018-36)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR DECEMBER 12, 2018**

**ITEM NO. 2018-36**

**ITEM TITLE:** **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 117 E. 5<sup>TH</sup> STREET.**

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

**DISCUSSION:**

Mr. Jose Salvador Garcia, resident of 117 E. 5<sup>th</sup> Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Garcia stated that it is difficult for him to find parking near his residence due to the high demand of parking in this area. Mr. Garcia also stated that his residence possesses a driveway, but is not wide enough to accommodate his vehicle, and a disabled persons parking space in front of his residence would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Garcia's residence has a driveway, but no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with a negligible slope. The minimum dimension for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.



**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 E. 5<sup>th</sup> Street.

**ATTACHMENTS:**

1. Disabled Persons Parking Request Form and Placard
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2018-36



REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Jose Salvador Garcia

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

Wendy Rocha (Daughter)

ADDRESS: 117 E 5<sup>th</sup> St. National City CA 91950

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☐ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☐ NO

- 3) Does your residence have a driveway? ☒ YES ☐ NO

If YES, a) Is the driveway large enough to park a vehicle? ☒ YES ☒ NO C.H.  
(minimum of 20' x 12')

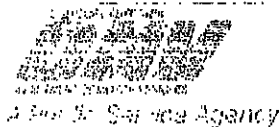
b) Is the driveway level? ☒ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☒ NO

- 4) Please write any additional comments here (optional).

If approved there are 3 other  
cars (neighbors) with Disabled persons Placard  
very much needed reserved space  
in our street.





\*\*\*CUSTOMER RECEIPT COPY\*\*\*

EXPIRES: 06/30/2019

\*\*\* D I S A B L E D   P E R S O N   P L A C A R D \*\*\*

DATE ISSUED:

PLACARD NUMBER:

PIC: 1

TV: \_ \_

MO/YR:

GARCIA JOSE SALVADOR  
117 E 5TH STREET

DT FEES RECVD:

NATIONAL CITY  
CA 91950

CO:



DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

Public Service Agency

PLACARD#:

PLACARD HOLDER:

GARCIA JOSE SALVADOR  
117 E 5TH STREET

EXPIRES: 06/30/2019

DOB:

ISSUED:

TYPE: N1

NATIONAL CITY  
CA

91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):

STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:

\*DISABLED PERSON PARKING SPACES (BLUE ZONES) \*STREET METERED ZONES WITHOUT PAYING \*GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS \*STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS..

YOU MAY NOT PARK IN/ON: \*RED ZONES \*TOW AWAY ZONES \*WHITE OR YELLOW ZONES \*SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: \*TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED \*TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED \*TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.

MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINE.





December 5, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-36

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING  
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON  
117 E. 5<sup>TH</sup> STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-36.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

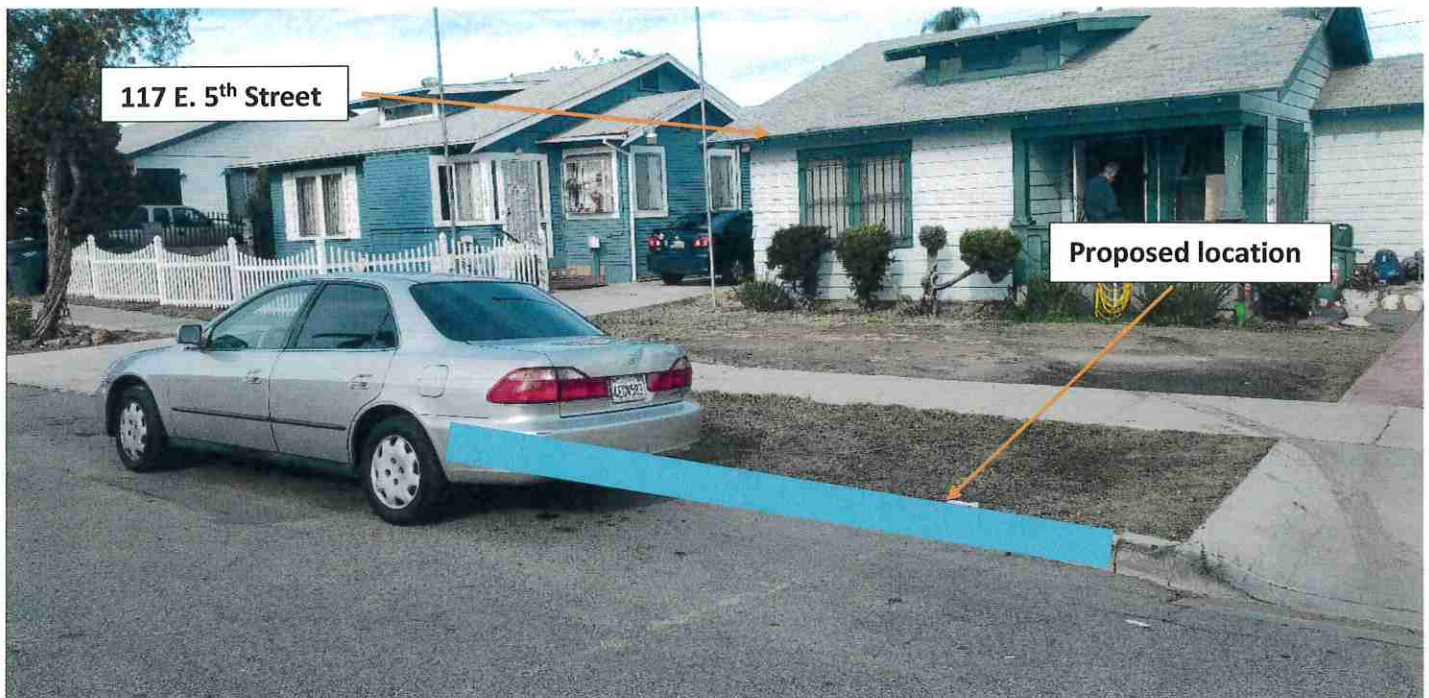
2018-36



Location Map with Recommended Enhancements (TSC Item: 2018-36)







Location of proposed blue curb disabled persons parking space in front of 117 E. 5<sup>th</sup> Street (looking north)



Location of proposed blue curb disabled persons parking space in front of 117 E. 5<sup>th</sup> Street (looking east)



## **DISABLED PERSONS PARKING POLICY**

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.



12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### **General Requirements**

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### **Special Hardship Cases**

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.



- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF  
THE RESIDENCE LOCATED ON 117 EAST 5<sup>TH</sup> STREET

WHEREAS, the resident of 117 East 5<sup>th</sup> Street possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested a blue curb disabled persons parking space in front of the residence for easier access because it is difficult to find parking near the residence due to the high demand for parking in the area; and

WHEREAS, after conducting an inspection and review, staff determined that the property qualifies for a blue curb disabled persons parking space; and

WHEREAS, on December 12, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 East 5<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 East 5<sup>th</sup> Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 117 East 5<sup>th</sup> Street.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street \(TSC No. 2018-37\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street (TSC No. 2018-37).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**PHONE:** 619-336-4388

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 918 Delta Street.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-37)
3. Resolution



## **EXPLANATION**

Mrs. Elia Gastelum, resident of 918 Delta Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Gastelum stated that her property has a garage and a driveway, but both are not large enough to accommodate her vehicle. Mrs. Gastelum also stated that it is difficult for her to find parking due to the high demand of parking in this area, and that a disabled persons parking space in front her house would provide easier access to the house for her.

Staff visited the site and observed that Mrs. Gastelum's residence has a driveway and garage. With her permission and supervision, staff measured the driveway and the garage. The driveway is 18 feet long by 16 feet wide with a negligible slope. The garage is 22 feet long by 8 feet wide with a negligible slope. Americans with Disabilities Act (ADA) guidelines require a minimum dimension for a garage or driveway to be 20 feet long by 12 feet wide, in order to accommodate a vehicle with a disabled driver or passenger. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 918 Delta Street.

This item was presented to the Traffic Safety Committee (TSC) on December 12, 2018. Mrs. Gastelum was in attendance to speak in support of the blue curb disabled persons parking space.

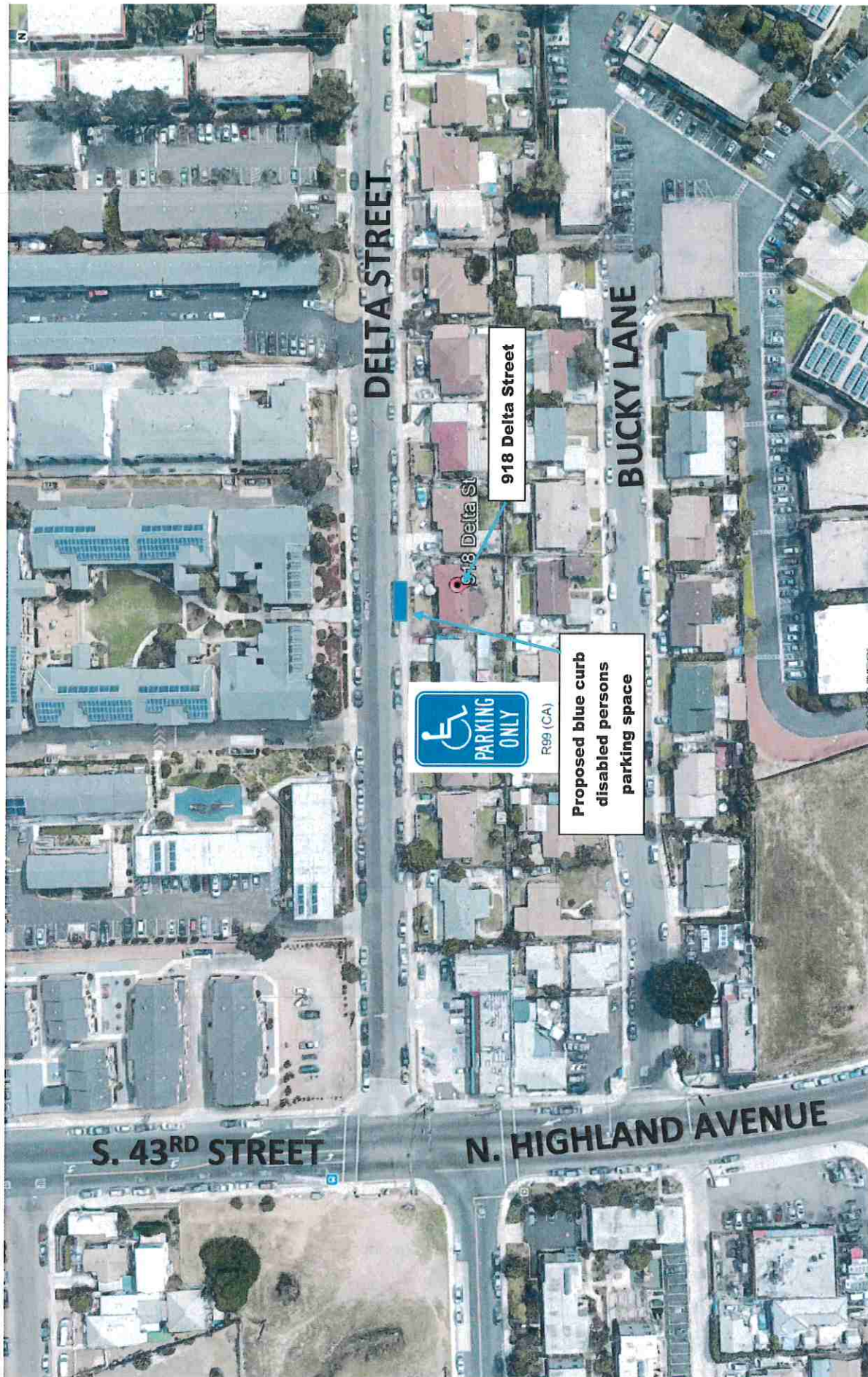
The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved by City Council, all work will be performed by City Public Works.



Location Map with Recommended Enhancements (TSC Item: 2018-37)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR DECEMBER 12, 2018**

**ITEM NO. 2018-37**

**ITEM TITLE:** **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS  
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE  
AT 918 DELTA STREET.**

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil  
Engineering & Public Works Department

**DISCUSSION:**

Mrs. Elia Gastelum, resident of 918 Delta Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Gastelum stated that her property has a garage and a driveway, but both are not large enough to accommodate her vehicle. Mrs. Gastelum also stated that it is difficult for her to find parking due to the high demand of parking in this area, and that a disabled persons parking space in front her house would provide easier access to the house for her.

Staff visited the site and observed that Mrs. Gastelum's residence has a driveway and garage. With her permission and supervision, staff measured the driveway and the garage. The driveway is 18 feet long by 16 feet wide with a negligible slope. The garage is 22 feet long by 8 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimensions of the garage and driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.



**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

**ATTACHMENTS:**

1. Disabled Persons Parking Request Form and Placard
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2018-37



# REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: ELIA Gastelum

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):  
ELIA del CARMEN Lizárraga - Gastelum

ADDRESS: 918 DELTA ST National City CA 91950

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☒ YES ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') ☐ YES ☒ NO

- 3) Does your residence have a driveway? ☒ YES ☐ NO

If YES, a) Is the driveway large enough to park a vehicle? ☒ YES ☒ NO C.H.  
(minimum of 20' x 12')

b) Is the driveway level? ☒ YES ☐ NO

c) Is the driveway sloped/inclined? ☐ YES ☒ NO

- 4) Please write any additional comments here (optional).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





\*\*\*CUSTOMER RECEIPT COPY\*\*\*

EXPIRES: 06/30/2019

\*\*\* DISABLED PERSON PLACARD \*\*\*

PLACARD NUMBER: 1

PIC: 1

TV:

DATE ISSUED:

MO/YR:

GASTELUM ELIA  
918 DELTA ST

DT FEES RECVD:

NATIONAL CITY  
CA 91950

CO: 37



AMT DUE : NONE  
AMT RECVD - CASH :  
- CHCK :  
- CRDT :

0000000

# DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#:

PLACARD HOLDER: GASTELUM ELIA  
918 DELTA ST

EXPIRES: 06/30/2019

DOB:

ISSUED:

TYPE: N1

NATIONAL CITY  
CA

91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):

STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:

\*DISABLED PERSON PARKING SPACES (BLUE ZONES) \*STREET METERED ZONES WITHOUT PAYING \*GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS \*STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: \*RED ZONES \*TOW AWAY ZONES \*WHITE OR YELLOW ZONES \*SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: \*TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED \*TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED \*TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINES





December 5, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-37

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING  
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON  
918 DELTA STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-37.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2018-37



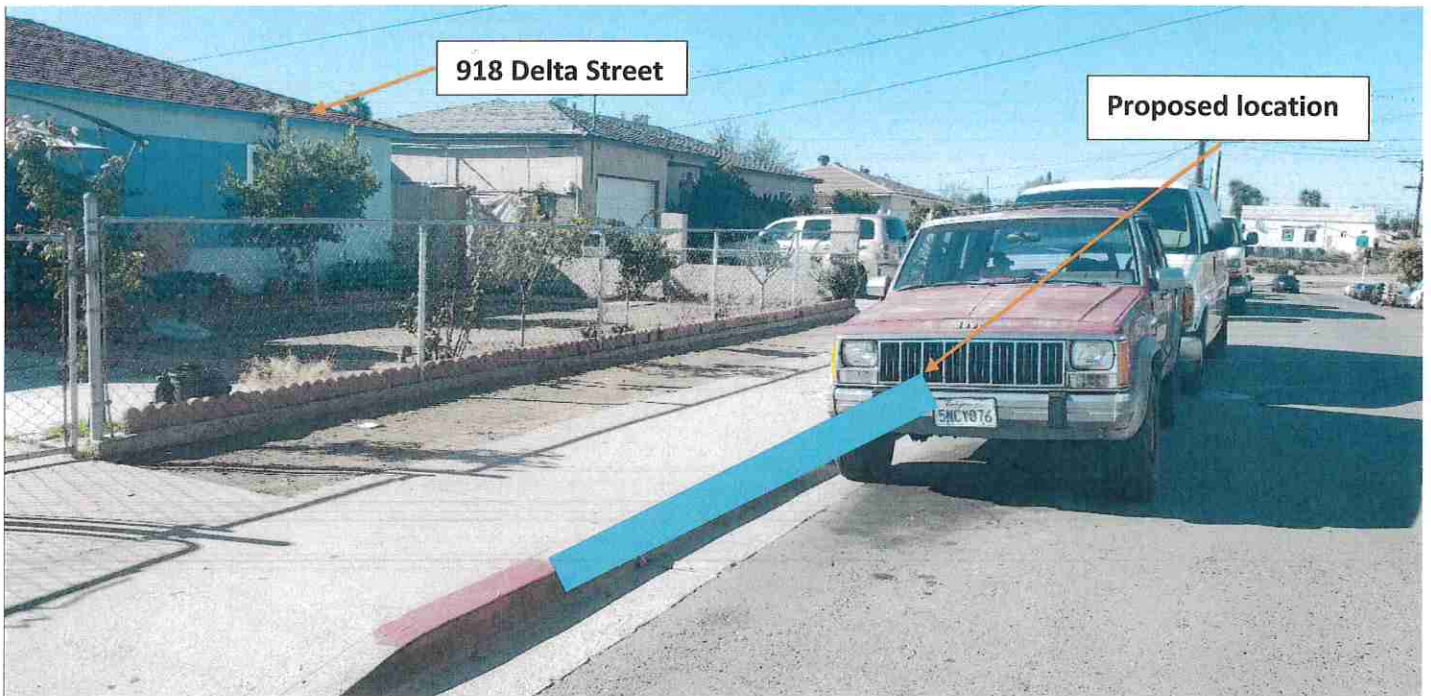
Location Map with Recommended Enhancements (TSC Item: 2018-37)







Location of proposed blue curb disabled persons parking space in front of 918 Delta Street (looking south)



Location of proposed blue curb disabled persons parking space in front of 918 Delta Street (looking west)



## **DISABLED PERSONS PARKING POLICY**

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.



12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

### **General Requirements**

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

### **Special Hardship Cases**

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.



- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF  
THE RESIDENCE LOCATED ON 918 DELTA STREET

WHEREAS, the resident of 918 Delta Street possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested a blue curb disabled persons parking space in front of the residence to provide easier access to the house; and

WHEREAS, after conducting an inspection and review, staff determined that the property qualifies for a blue curb disabled persons parking space pursuant to the City Council Disabled Persons Parking Policy; and

WHEREAS, on December 12, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 918 Delta Street.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection \(TSC No. 2018-39\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility at the intersection (TSC No. 2018-39).

**PREPARED BY:** Luca Zappiello, Junior Engineer – Civil

**PHONE:** 619-336-4360

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt a Resolution authorizing installation of a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on December 12, 2018, the Traffic Safety Committee approved staff's recommendation to install a red curb "No Parking" at the intersection of Manchester Street and Eleanor Place.

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on December 12, 2018 (TSC No. 2018-39)
3. Resolution



## **EXPLANATION**

An area resident has requested red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility and enhance safety for the vehicles exiting from Eleanor Place onto Manchester Street.

Staff performed a site evaluation. Manchester Street and Eleanor Place are 2-lane local roadways with speed limits of 25 mph and unrestricted parallel parking on both sides of the streets. Staff verified that the intersection is currently Stop controlled for westbound traffic on Manchester Street and northbound traffic on Eleanor Place. Eleanor Place ends on a cul-de-sac on the south side of Manchester Street. Staff confirmed that on the south side of Manchester Street, west of Eleanor Place, there are 22 feet of unrestricted parking between the pedestrian ramp and the north side driveway apron of the residence at 3433 Eleanor Place. Furthermore, staff also confirmed that on the west side of Eleanor Place, south of Manchester Street, there are 104 feet of unrestricted parking between the pedestrian ramp and the south side driveway apron of the residence located at 3433 Eleanor Place (see attached the location map).

Staff verified that when vehicles on Manchester Street park very close to the intersection, visibility for the vehicles exiting from Eleanor Street onto Manchester Street is partially obstructed. Therefore, staff recommends installing 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place in order to improve visibility for vehicles exiting Eleanor Place onto Manchester Street. Staff also recommends installing 40 feet of red curb "No Parking" on the west side of Eleanor Place, south of Manchester Street in order to improve safety and visibility for the vehicles that are exiting Manchester Street onto Eleanor Place. Staff also reviewed the traffic collision history for this intersection, which confirmed there was one "reported" traffic collision within the past four years.

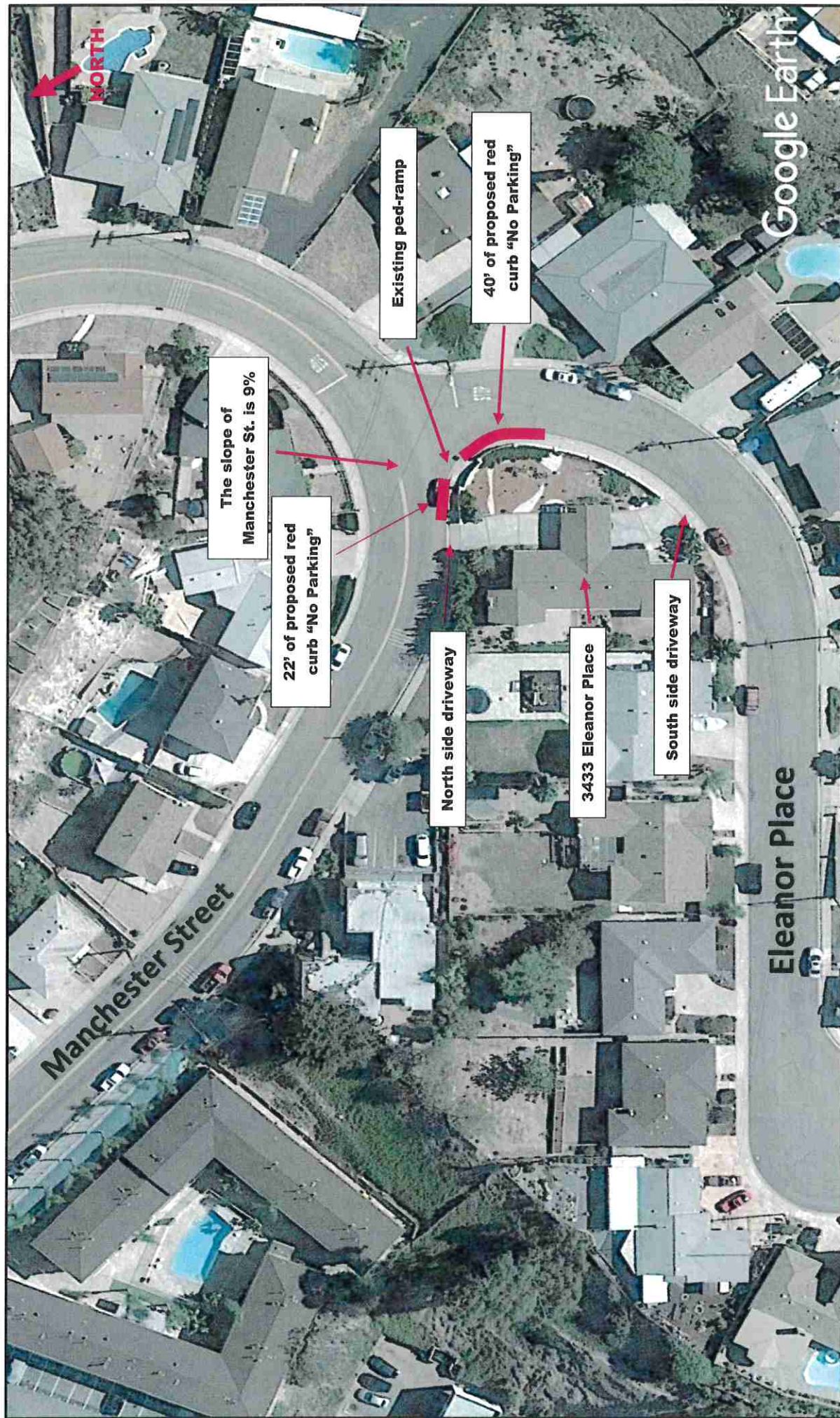
This item was presented to the Traffic Safety Committee on December 12, 2018. Staff sent notices to area residents, inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. David Honnold property owner of the residence at 3433 Eleanor Place was in attendance and he spoke in support of the item. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation to the following traffic safety enhancements:

1. Install 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place;
2. Install 40 feet of red curb "No-Parking" on the west side of Eleanor Place, south of Manchester Street.

If approved by City Council, all work will be performed by City Public Works.



# Location Map with Proposed Enhancements (TSC Item: 2018-39)





**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR DECEMBER 12, 2018**

**ITEM NO. 2018-39**

**ITEM TITLE:** **REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF MANCHESTER STREET AND ELEANOR PLACE TO IMPROVE VISIBILITY AT THE INTERSECTION**

**PREPARED BY:** Luca Zappiello, Junior Engineer - Civil  
Engineering & Public Works Department

**DISCUSSION:**

An area resident has requested red curb "No Parking" at the intersection of Manchester Street and Eleanor Place to improve visibility and enhance safety for the vehicles exiting from Eleanor Place onto Manchester Street.

Staff performed a site evaluation. Manchester Street and Eleanor Place are 2-lane local roadways with speed limits of 25 mph and unrestricted parallel parking on both sides of the streets. Staff verified that the intersection is currently Stop controlled for westbound traffic on Manchester Street and northbound traffic on Eleanor Place. Eleanor Place ends on a cul-de-sac on the south side of Manchester Street. Staff confirmed that on the south side of Manchester Street, west of Eleanor Place, there are 22 feet of unrestricted parking between the pedestrian ramp and the north side driveway apron of the residence at 3433 Eleanor Place. Furthermore, staff also confirmed that on the west side of Eleanor Place, south of Manchester Street, there are 104 feet of unrestricted parking between the pedestrian ramp and the south side driveway apron of the residence located at 3433 Eleanor Place (see attached the location map).

Staff verified that when vehicles on Manchester Street park very close to the intersection, visibility for the vehicles exiting from Eleanor Street onto Manchester Street is partially obstructed. Therefore, staff recommends installing 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place in order to improve visibility for vehicles exiting Eleanor Place onto Manchester Street. Staff also recommends installing 40 feet of red curb "No Parking" on the west side of Eleanor Place, south of Manchester Street in order to improve safety and visibility for the vehicles that are exiting Manchester Street onto Eleanor Place.

Staff reviewed the traffic collision history for this intersection, which confirmed there was one "reported" traffic collision within the past four years.

**STAFF RECOMMENDATION:**

Staff recommends the following enhancements in order to improve safety and visibility at the intersection of Manchester Street and Eleanor Place:

1. Install 22 feet of red curb "No Parking" on the south side of Manchester Street, west of Eleanor Place;
2. Install 40 feet of red curb "No-Parking" on the west side of Eleanor Place, south of Manchester Street.



**EXHIBITS:**

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2017-39





## PUBLIC REQUEST FORM

Name: Anonymous

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Location: Manchester Street and Eleanor Place

Request: red curb "No Parking" at the intersection of Manchester Street and Eleanor Place  
to improve visibility and enhance safety for the vehicles exiting  
from Eleanor Place onto Manchester Street.

Attachments: ☐ Yes ☒ No Description: \_\_\_\_\_

Request Received By: Luca Zappiello Date: October 30, 2018

Received via: ☐ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: \_\_\_\_\_

Assigned To: \_\_\_\_\_

Notes: \_\_\_\_\_





December 6, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-39

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE  
INTERSECTION OF MANCHESTER STREET AND ELEANOR PLACE TO  
IMPROVE VISIBILITY AT THE INTERSECTION**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 12, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant and there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-39.

Sincerely,

Stephen Manganiello  
City Engineer

SM:lz

Enclosure: Location Map

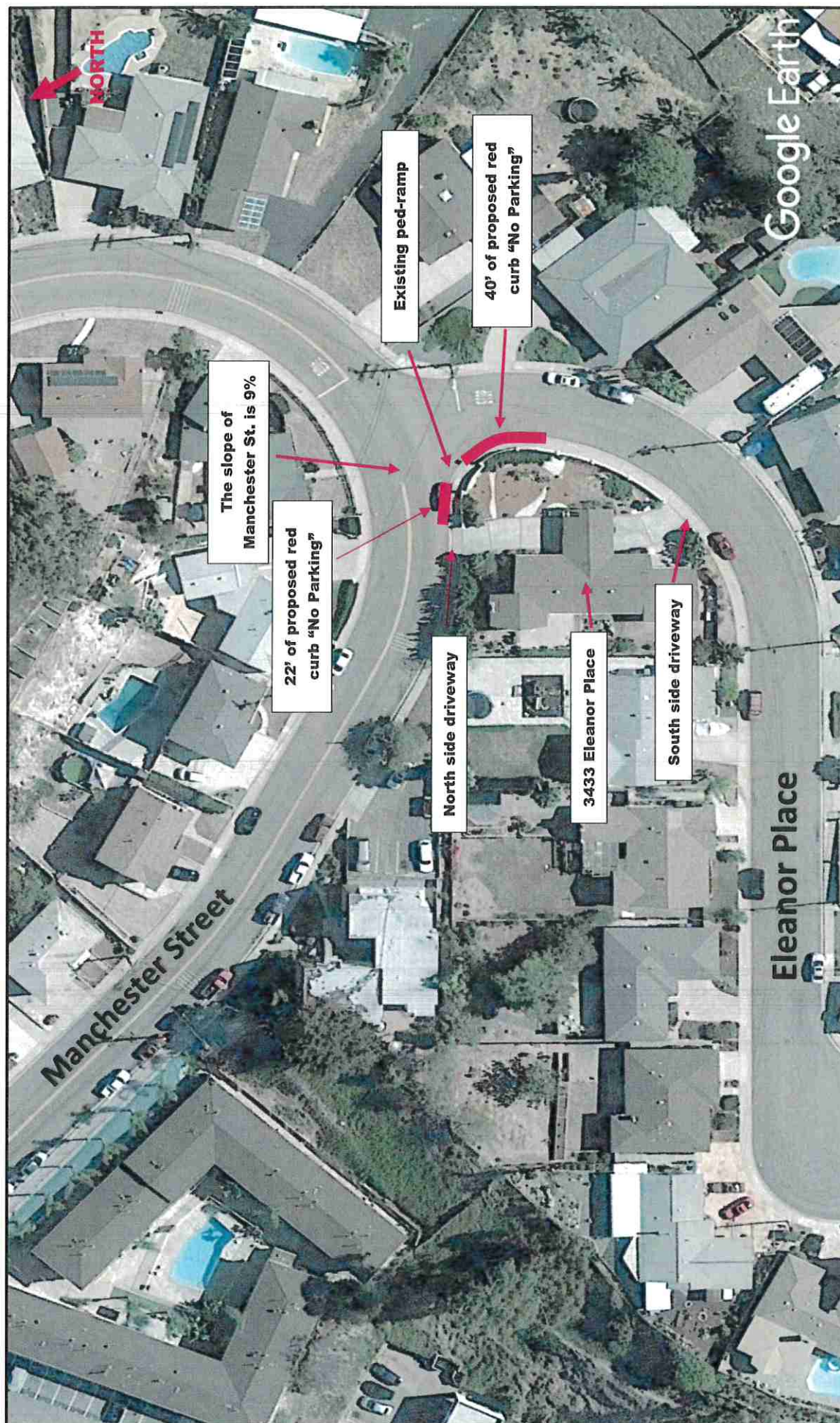
2018-39

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1234 National City Boulevard, National City, CA 91950-6530  
(619) 336-4380 Fax (619) 336-4397 [engineering@nationalcityca.gov](mailto:engineering@nationalcityca.gov)



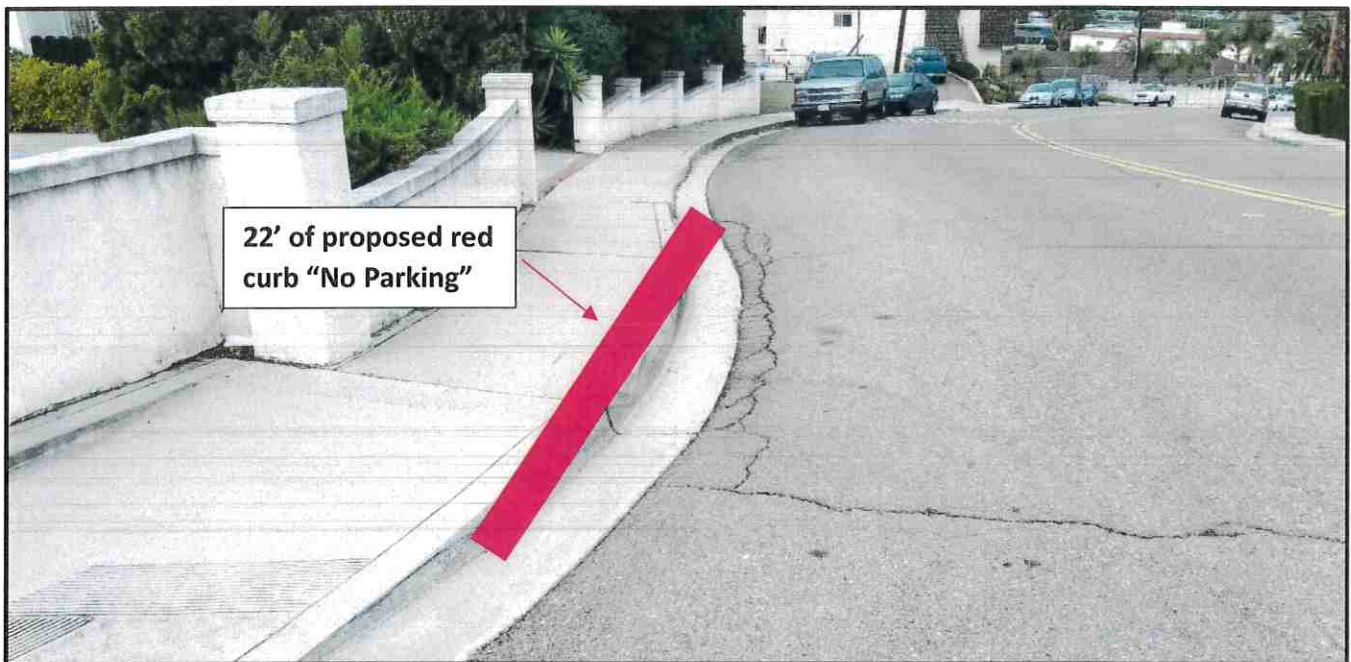
Location Map with Proposed Enhancements (TSC Item: 2018-39)







Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking southwest)



Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking west)





Location of proposed red curb "No Parking" at the intersection of Manchester St and Eleanor Pl (looking west)



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF A RED CURB “NO PARKING”  
AT THE INTERSECTION OF MANCHESTER STREET AND  
ELEANOR PLACE TO IMPROVE VISIBILITY AT THE INTERSECTION

WHEREAS, an area resident has requested red curb “No Parking” at the intersection of Manchester Street and Eleanor Place to improve visibility and enhance safety for the vehicles exiting from Eleanor Place onto Manchester Street; and

WHEREAS, staff verified that when vehicles on Manchester Street park close to the intersection, visibility for the vehicles exiting from Eleanor Street onto Manchester Street is partially obstructed; and

WHEREAS, staff recommends the following improvements to provide better visibility and safety for the vehicles exiting from Eleanor Place onto Manchester Street:

1. Installation of 22 feet of red curb “No Parking” on the south side of Manchester Street, west of Eleanor Place;
2. Installation of 40 feet of red curb “No-Parking” on the west side of Eleanor Place, south of Manchester Street; and

WHEREAS, at its meeting on December 12, 2018, the Traffic Safety Committee unanimously approved staff’s recommendation set forth above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of the following traffic safety enhancements:

1. Installation of 22 feet of red curb “No Parking” on the south side of Manchester Street, west of Eleanor Place; and
2. Installation of 40 feet of red curb “No-Parking” on the west side of Eleanor Place, south of Manchester Street.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 21, 2019 to March 4, 2019 at the Westfield Plaza Bonita Mall with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255 |

**APPROVED BY:**  \_\_\_\_\_

**EXPLANATION:**

This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 21, 2019 to March 4, 2019. Set up for this event will commence at 8:00 a.m. February 20, 2019 on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on Monday March 4<sup>th</sup> at 6:30 pm and will begin breakdown after the show. This event was approved by Council in 2017 & 2018 with no waiver of fees.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$272.00 for processing the TUP, plus \$791.00 for the Fire Department and \$400.00 for Public Works.

Total fees: \$1,463.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance  
☐ TUP ☐ Sporting Event ☒ Other (specify) Circus

### Event Name & Location

Event Title Circus Vargas  
Event Location (list all sites being requested) 3030 Plaza Bonita Rd.  
National City, CA 91950

### Event Times

Set-Up Starts 2/20/19 Time 8:00 am Day of Week Wednesday  
Event Starts 2/21/19 Time 7:30 pm Day of Week Thursday  
Event Ends 3/4/19 Time 8:30 pm Day of Week Monday  
Breakdown Ends 3/4/19 Time 9:00 pm Day of Week Monday

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City of National City

### Applicant Information

Applicant (Your name) Jovania Faamaligi Sponsoring Organization N/A  
Event Coordinator (if different from applicant) Nelson Quiroga  
Mailing Address 7455 Arroyo Crossing Hwy. #220, Las Vegas, NV 89113  
Day Phone 702-513-9767 After Hours Phone 909-708-6744 Cell 702-513-9767 Fax   
Public Information Phone 877-GOTFUN-1 E-mail ngfobares@CircusVargas.com  
ifaamaligi@CircusVargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Jovania Faamaligi Date 1/8/19



## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Circus Vargas is a for profit business and charges for tickets to see its show. Children prices range \$15-49 with adult prices \$25-59

\$ \_\_\_\_\_ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ \_\_\_\_\_ Estimated Expenses for this event.

\$ \_\_\_\_\_ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas' all new 50th Anniversary show, The Greatest of Ease. Spectacular acts underneath a big top tent; acrobats, jugglers, clowns, motorcycles and much more.

### Estimated Attendance

Anticipated # of Participants: 200 - 800/day Anticipated # of Spectators: 4,000



**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): N/A

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

N/A  
☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: On staff: 8 uniformed security personnel stationed both inside & outside of tent. Have walkie-talkies for communication between themselves & have cellphones to contact emergency services.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☒ No ☐ If YES, name and address of Security Organization in-house

Security Director (Name): Vittorio ~~Arata~~ Arata Phone: 702-785-8010

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

We have day shows too.





add insurance info.

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

First Aid Kit  
available at circus  
Box office.

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have low countertops & windows at ticket booth  
& concession stands, as well as first and ground  
level seating.

### Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☒ Applicant providing own stage ▶ 33' x 33' (Dimensions)

center ring is  
flat on ground;  
no building necessary.

Setting up canopies or tents?

1 # of canopies size 158' x 158'  
1 # of tents size 33' x 56'

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

112 # of tables ☒ No tables being set up

112 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name Talares Entertainment, Inc. (we do our own set-up.)

Contractor Contact Information 7455 Arroyo Crossing Pkwy. #220 Las Vegas, NV 89113  
Address City/State Phone Number

702-583-9767  
Nelson Quiroga



**Setting up other equipment?**

☐ Sporting Equipment (explain) \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

☒ Not setting up any equipment listed above at event

**Having amplified sound and/or music?** Yes ☒ No ☐

☒ PA System for announcements ☒ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

**Using lighting equipment at your event?** Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_  
Address City/State Phone Number

**Using electrical power?** Yes ☒ No ☐

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event?** Yes ☒ No ☐

☒ Vendors preparing food on-site ▶ # 3 ▶ Business License # in-house

If yes, please describe how food will be served and/or prepared: popcorn popper,  
hot dog steamer, nacho warmer

If you intend to cook food in the event area please specify the method:

☐ GAS ☒ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_

☒ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # 3 in-house

☒ Vendors selling food # 3 (in-house) ▶ Business License #(s) in-house

☒ Vendors selling merchandise # 3 ▶ Business License #(s) in-house

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Neighborhood Services Department  
City of National City



☒ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

▶ Explain services \_\_\_\_\_

☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_

▶ Explain type(s) of information \_\_\_\_\_

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

*just interactive preshow  
where kids learn magic tricks  
& juggling*

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_

☐ Inflatable bouncer slide # \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

*→ Carnival Rules*  
☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe \_\_\_\_\_



## Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # \_\_\_\_\_

Dimensions

According to City's Guidebook

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☒ Yes, we will have banners # 2

☒ What will signs/banners say? Circus Vargas, Plaza Bonita, 2/21-3/4

☒ How will signs/banners be anchored or mounted? 2

☒ location banners / signage

TBD - must ask local businesses

## Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 2

☒ Contracting with portable toilet vendor. ▶

United Site Svc 800-864-5387

▶ Load-in Day & Time 2/31 8:00 am

Company

Phone

▶ Load-out Day & Time

3/5 before 10 am.

☒ Portable toilets to be serviced. ▶ Time

as needed (typically every other day)

## Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event.

▶ # of set-up day(s)

2

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

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City of National City



### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

#### Breaking down set-up the day after the event?

- ☒ Yes, breakdown will be the day after <sup>same last</sup> the event. ► # of breakdown day(s) 1 day
- ☐ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

### Miscellaneous

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	<u>Circus Vargas</u>		
Event Address:	<u>3030 Plaza Bonita Rd.</u>	Expected # of Attendees:	<u>200-800/day</u>
Event Host/Coordinator:	<u>National City, CA 94140</u>	Phone Number:	<u>702-513-9767</u>
<u>Nelson Quiroga</u>			

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>1 roll off for circus personnel</u> <u>9 trash cans around event for public</u>	<input checked="" type="checkbox"/>		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>4</u>	<input checked="" type="checkbox"/>		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>		
Do all storm drains have screens to temporarily protect trash and debris from entering?			<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>		

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.





# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Tabares Entertainment, Inc. dba Circus Vargas

Person in Charge of Activity: Nelson Quiroga

Address: 7455 Arroyo Crossing Pkwy, #220 Las Vegas, NV 89113

Telephone: 702-513-~~1677~~ 9767 Date(s) of Use: 2/21 - 3/4/19

### HOLD HARMLESS AGREEMENT

*(2/19 - 3/5 with setup + tear down)*

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: *[Signature]*

Official Title: Mktg. Dir. + Location Liaison Date: 1/8/19

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_





## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### Dates: Showtimes and Set-Up Schedule

Location:	Revised Requested Dates:
<b>Westfield Plaza Bonita</b> 3030 Plaza Bonita Rd. National City, CA 91950 T 619.267.2850	February 19, 2019 through March 4, 2019  —2 Set Up Days —11 Performing Days

Day	Date	Schedule Notation	Showtimes
Tuesday	Feb 19 <sup>th</sup>	Will enter property at 1:00 a.m.	No Performance
Wednesday	Feb 20 <sup>th</sup>	Setup Day	No Performance
Thursday	Feb 21 <sup>st</sup>	Opening Night	7:30 p.m.
Friday	Feb 22 <sup>nd</sup>		4:30 & 7:30 p.m.
Saturday	Feb 23 <sup>rd</sup>		1:00, 4:00 & 7:30 p.m.
Sunday	Feb 24 <sup>th</sup>		12:30, 3:30 & 6:30 p.m.
Monday	Feb 25 <sup>th</sup>		7:00 p.m.
Tuesday	Feb 26 <sup>th</sup>		No Performance
Wednesday	Feb 27 <sup>th</sup>		7:00 p.m.
Thursday	Feb 28 <sup>th</sup>		7:00 p.m.
Friday	March 1 <sup>st</sup>		4:30 & 7:30 p.m.
Saturday	March 2 <sup>nd</sup>		1:00, 4:00 & 7:30 p.m.
Sunday	March 3 <sup>rd</sup>		12:30, 3:30 & 6:30 p.m.
Monday	March 4 <sup>th</sup>	Teardown of the circus will begin after the show.	6:30 p.m.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

Nelson R Quiroga - Phone: 702-513-9767 E-Mail: [NQuiroga@Circusvargas.com](mailto:NQuiroga@Circusvargas.com)

Katya Quiroga - Phone: 702-466-4873 E-Mail: [kQuiroga@Circusvargas.com](mailto:kQuiroga@Circusvargas.com)

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City of National City

161 of 308





**Circus Vargas 2019 Event Packet**  
**San Diego (Westfield Plaza Bonita, National City)**

Tuesday	March 5 <sup>th</sup>	<ul style="list-style-type: none"><li>- Circus will vacate property before 8:00 a.m.</li><li>- Cleanup crew will finish cleaning the lot around 12:00 noon</li><li>- All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 12:00 noon</li></ul>	
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## **Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)**

### **Show Info:**

**LENGTH OF SHOW:** Approximately one and one-half hours

**EXPEXTED ATTENDANCE:** 300 – 500 per show

**SEATING CAPACITY OF TENT:** 1,250

**NO GAME OF CHANCE**

**NO MECHANICAL RIDES**

**NO PERFORMING ANIMALS**

**NO PYRO OR OPEN FLAME ARE USED DURING THE SHOW**

**NO ALCOHOL IS SOLD OR SERVED**

**NO OUTSIDE CONTRACTED VENDORS**

Circus Management provides in-house security guards. Managements carries radios and cell phone in case of 911 Emergency.

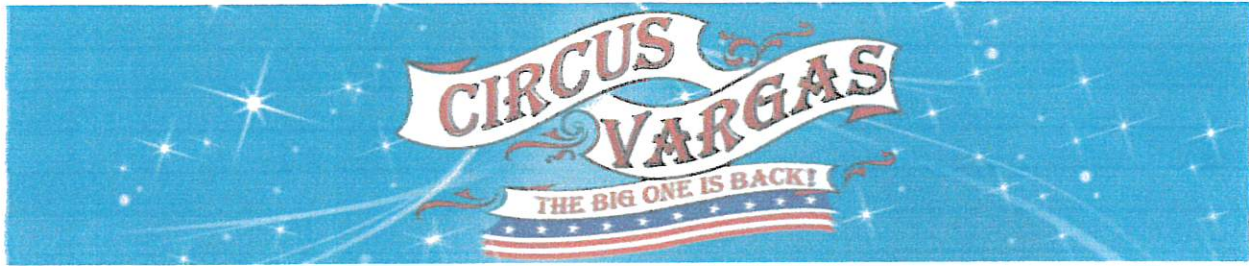
Circus Vargas is completely self-contained. The show has a two generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turn on but all emergency lighting will remain running with the battery backup system.

A source of water is usually provided to the Circus by the venue on which the Circus conducts business, if not the Circus will rent a Water meter from the city.

Circus Vargas rents porta-potties from a local sanitation companies.

Circus Vargas is a family show and attracts primarily families, in-house security is normally sufficient to provide appropriate crowd control. The security use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.





## **Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)**

### **Circus Vargas Cleanup & Recycling Plan**

Circus Vargas does not hire or contact with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is currently trained on proper sanitary and clean-up procedures. There is a staff of 25 people and while some people are working throughout the day, all of them are present from one hour before the first show of the day until after the show is over and clean-up is completed.

Since the nature of a circus limits the areas in which the public travels, the major portion of the clean up will be in a limited area. Plus, there are a very limited amount of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public so trash does not remain on the ground. Trash is cleaned up after each performance inside the tent. And, once each day, trash will be picked up in the parking area, which is expected to be minimal since most people consume items early in the show and are unlikely to bring trash back to their car.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since soda's and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions please call me at 281-570-5758 and I will be happy to assist you.





## **Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)**

### **Circus Vargas Security Plan**

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. Since there is nothing to see other than the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show there is nothing else to see so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served and there are no games of chance or mechanical rides. While a carnival attracts ages 12-22, a prime age for those who cause trouble, Circus Vargas primarily attracts children of elementary school ages or younger along with their parents and grandparents.

Circus Vargas has its own security team consisting 8 uniformed (unarmed) security personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low key approach to security maintains the atmosphere of family fun. If requested, the security team can wear uniforms that identify them as security.

All security will be scheduled one hour before each performance and stay Thirty minutes after the performance. Security personal will be stationed both inside and outside the tent as well as next to the ticket booth.

Security Personnel will have access to walkie-talkies for communications between themselves in addition to cell phones that can be used to call additional personnel as well as local police or fire, if it becomes necessary.

In addition to the security officers, a closed circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to have a record of events.

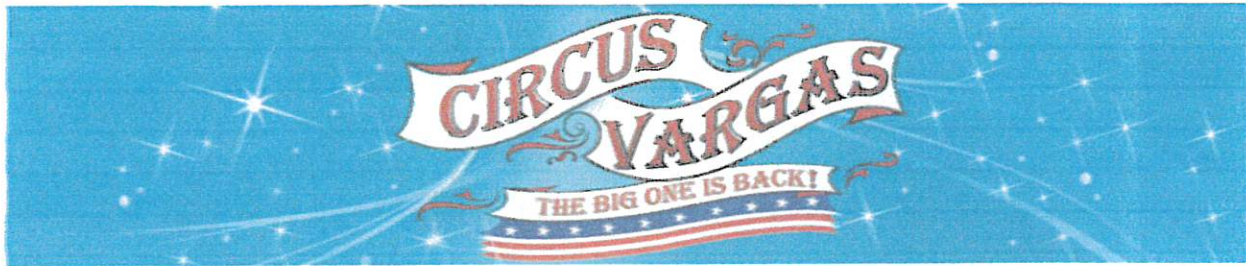
Further, the layout of the Circus Vargas tent has more exists than are required by California State Codes and the total number of feet on those exists also exceeds state requirements.

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

Nelson R Quiroga - Phone: 702-513-9767 E-Mail: [NQuiroga@Circusvargas.com](mailto:NQuiroga@Circusvargas.com)

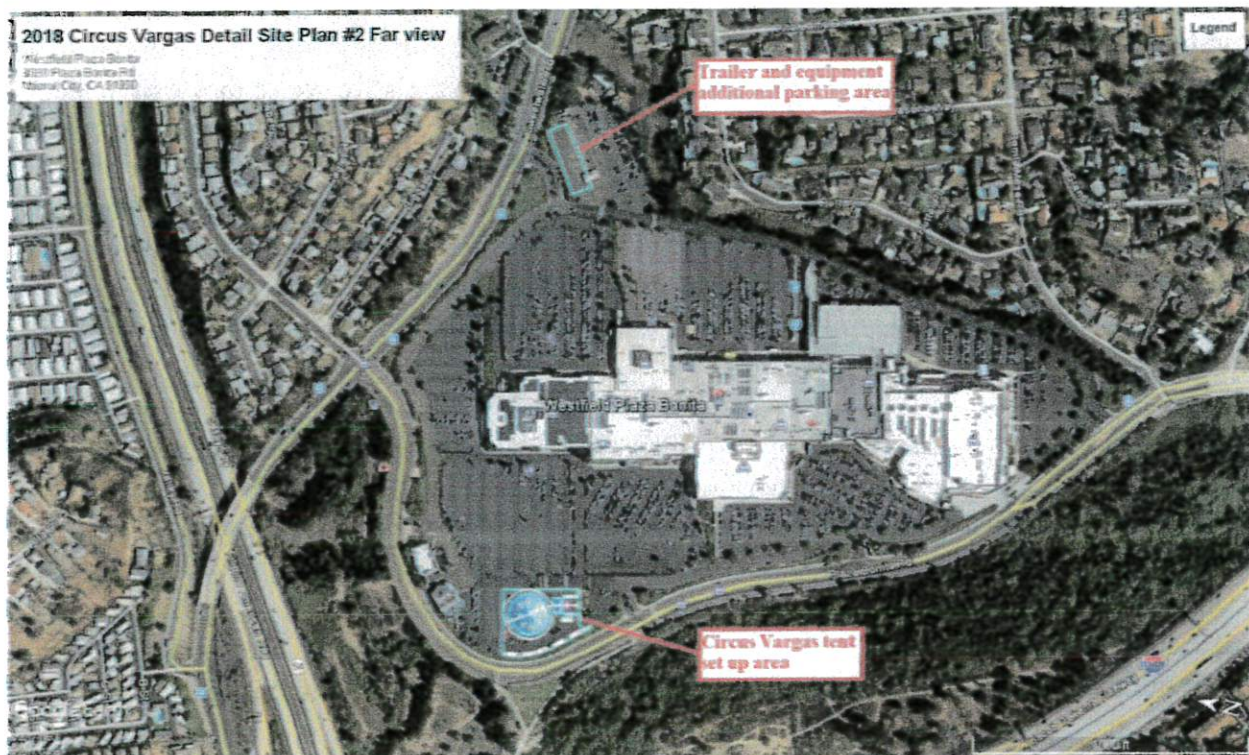
Katya Quiroga – Phone: 702-466-4873 E-Mail: [kQuiroga@Circusvargas.com](mailto:kQuiroga@Circusvargas.com)





## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### Detail Lot Plan far view in 2019



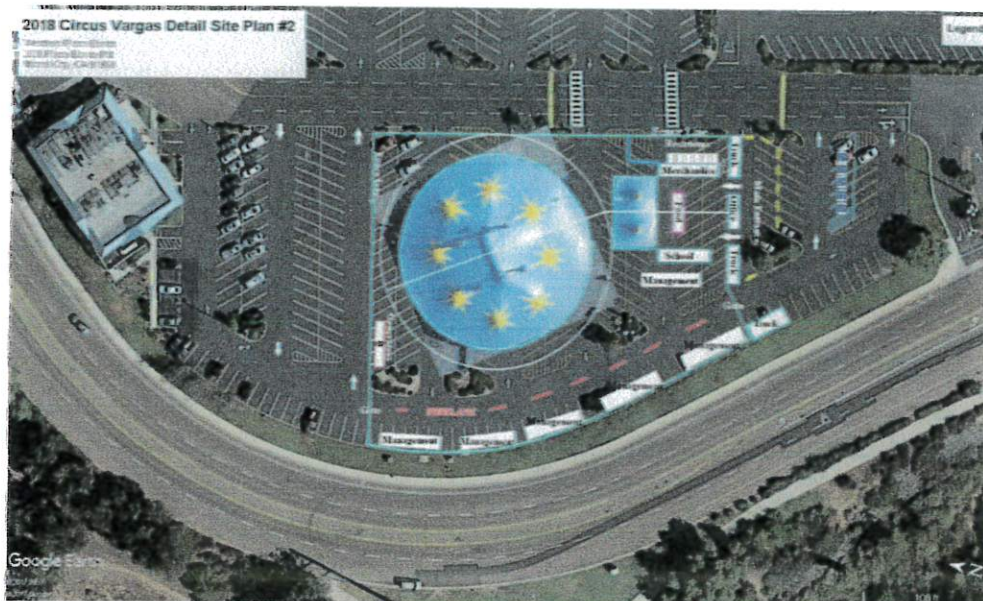
Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113  
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**Circus Vargas 2019 Event Packet**  
**San Diego (Westfield Plaza Bonita, National City)**

### Detail Site Lot Plan View



### Aerial Photo from 2018 Event



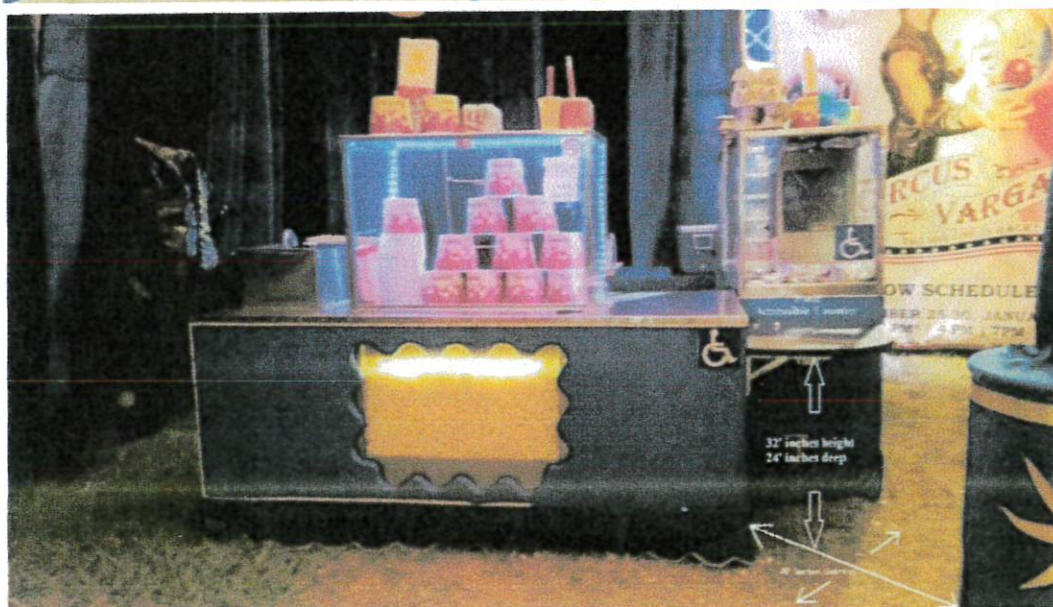
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## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### ADA



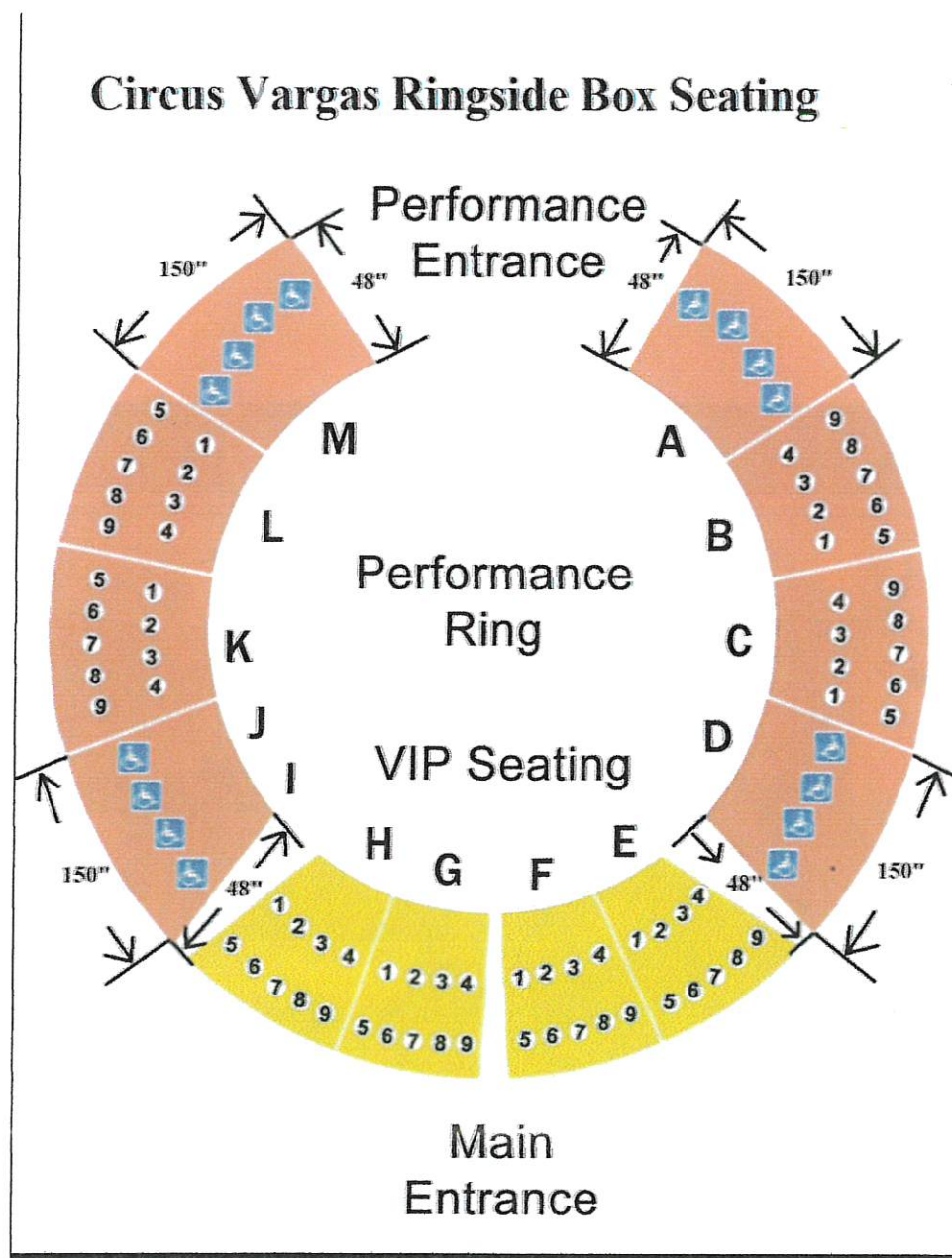
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# **Circus Vargas 2019 Event Packet** **San Diego (Westfield Plaza Bonita, National City)**

## *ADA Seating Floor level*



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## **Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)**

### **EO3 Specifications**

#### **Overall System Performance:**

**Frequency response:** 100 Hz - 10KHz  $\pm$  3 dB

**Signal-to-noise ratio:** 60 dB

**Total Harmonic Distortion:** < 0.5%

**RF Carrier Frequencies:** Eight factory preset channels between 72-76 MHz ,Channel AA: 72.1, BB: 72.3, CC: 72.5, DD: 72.7 ,EE: 72.9, FF: 75.5, GG: 75.7, HH: 75.9

**Frequency stability:** Better than .005%

**Modulation:** FM  $\pm$  75 KHz

**Operating range:** Up to 300 feet line-of-sight

#### **EO3-T Transmitter**

**Line Input:** Connector: One  $\frac{1}{4}$ " phone jack , Impedance: 100 K Ohms, unbalanced.

**Mic Input:** Connector: One  $\frac{1}{4}$ " phone jack

**Impedance:** low impedance, unbalanced, with 9 VDC at 1 mA for condenser mic.

**Power Output:** 80,000  $\mu$ V @ 3 meters

**Controls:** Power On/Off, audio input gain adjust

**Indicators:** Power On LED, Audio Modulation "TX" LED

**Antenna:** Permanently mounted telescoping whip

**Power requirement:** 9 VDC regulated, @ 200 mA, AC-EO3 adapter provided

**Dimensions:** 1.25" H, 8.25" W, 4.25" D (3.175 x 20.9 x 10.8 cm)

**Weight:** 18.2 oz. (500 g.)

#### **EO3-r Receiver**

**Controls:** Combination volume/on-off wheel

**Audio Output:** 100 MW max into 16 Ohms

**Connectors:** 3.5 mm mini jack for earbuds output

**Earphones:** Binaural EB-3 earbuds with optional-use EMI soft rubber inserts

**Antenna:** Integral with earbud cord

**Indicators:** LED power on indicator

**Sensitivity:** 2  $\mu$ V for 12 dB Sinad with squelch defeated, Squelches at 10  $\mu$ V for min. 50 dB S-N ratio

**Mute Threshold:** 8-10  $\mu$ V

**Power requirement:** 9V carbon zinc or alkaline battery

**Battery life:** 17-20 hours with alkaline battery; 10-12 hours with carbon zinc battery

**Dimensions:** 3.35" H, 2.75" W, .75" D (8.5 x 6.5 x 2.25 cm)

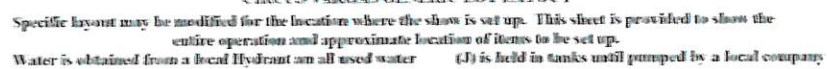
**Weight:** 2.65 oz. without battery (73 g)

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172 of 308

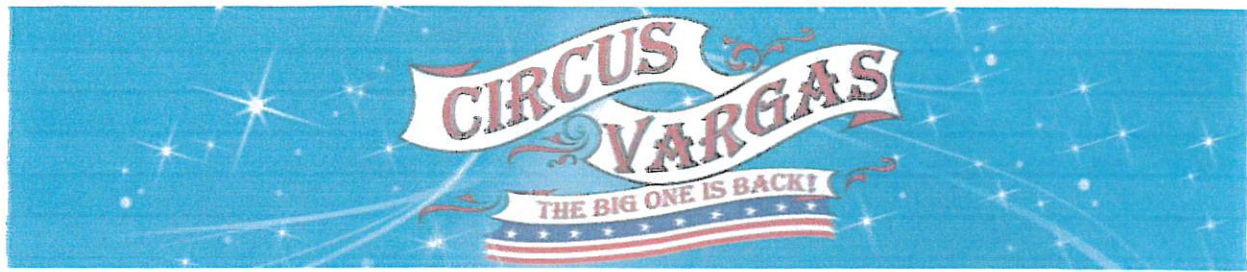






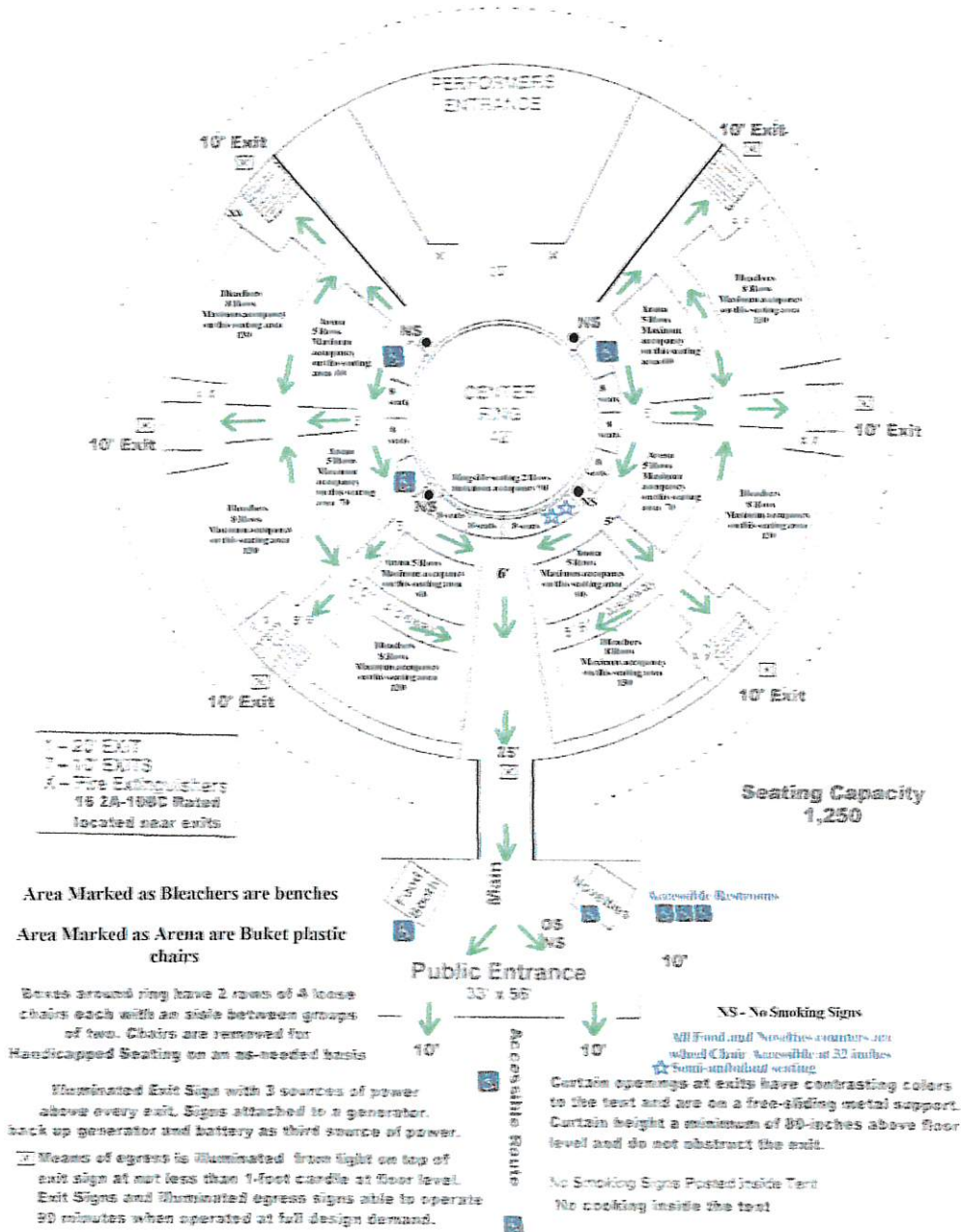






## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### EGRESS PLAN



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113  
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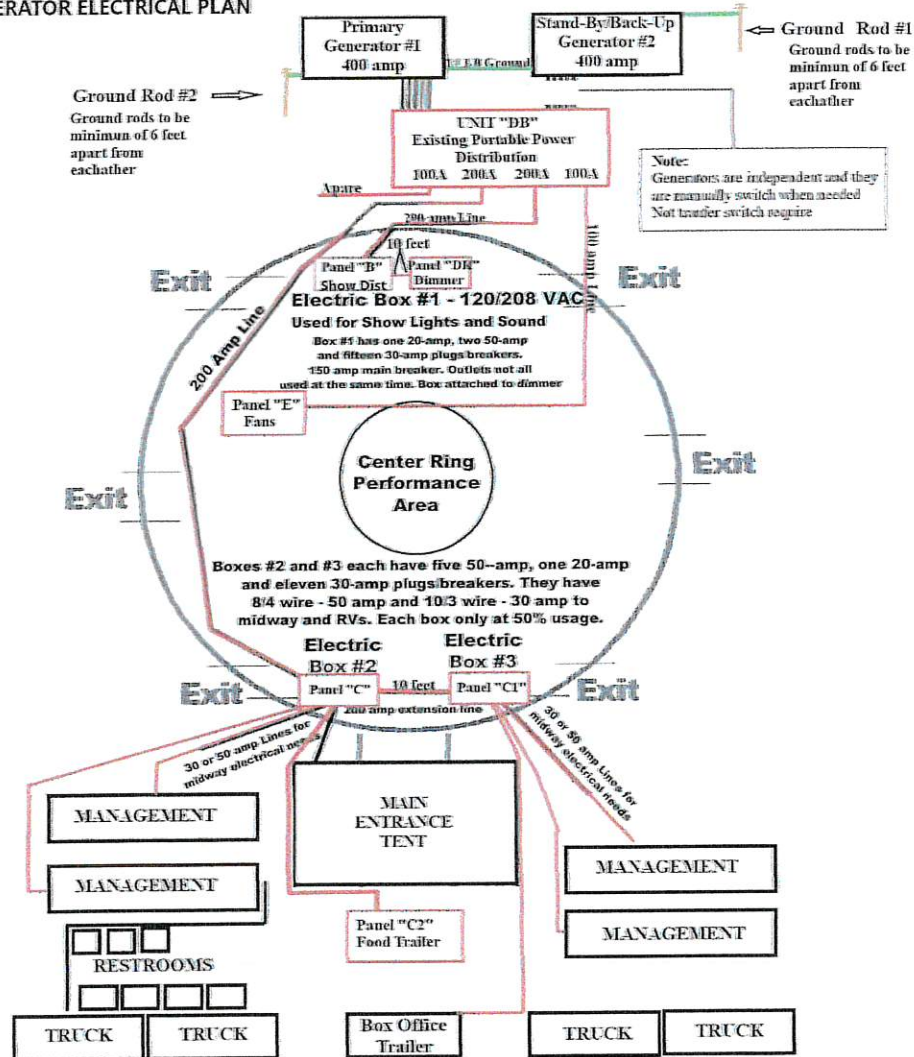




## Circus Vargas 2019 Event Packet

### San Diego (Westfield Plaza Bonita, National City)

#### CIRCUS VARGAS POWER AND GENERATOR ELECTRICAL PLAN



#### Circus Vargas Generic Electrical Layout

Specific layout may be modified for the location where the show is set up. This sheet is provided to show the entire operation and approximate locations of electrical system to be set up.

Each Box is a Breaker Box with Receptacles. With a full draw of electricity, generator #1 operates at 50% of capacity and generator #2 operates at 75% of capacity





## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### Crowd Management Training:

Circus Vargas has 5 Managers on tour that are trained and Certified in Crowd Management Training by the National Association of State Fire Marshals. Circus Vargas average attendance per show is approximately 500 patrons.

### Certified Crowd Control Manager







**Circus Vargas 2019 Event Packet  
San Diego (Westfield Plaza Bonita, National City)**

**Certified Crowd Control Manager**



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**Circus Vargas 2019 Event Packet  
San Diego (Westfield Plaza Bonita, National City)**

**Certified Crowd Control Manager**



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**Circus Vargas 2019 Event Packet  
San Diego (Westfield Plaza Bonita, National City)**

**Certified Crowd Control Manager**







**Circus Vargas 2019 Event Packet  
San Diego (Westfield Plaza Bonita, National City)**

**Certified Crowd Control Manager**







## Circus Vargas 2019 Event Packet San Diego (Westfield Plaza Bonita, National City)

### Circus Vargas Main Tent Fire Certificate – California State



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL

### REGISTERED FLAME RESISTANT PRODUCT

Product:  
FRECONTAMENT 502/532/832/1002

Registration No.  
F-44401

Product Marketed By:  
FERRARI SA  
803-0, 36352 LA TOUR DU PIN  
LA TOUR DU PIN, FRANCE

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 15115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

  
Timothy R. Tabares, Fire Marshal

Expires 4/30/2019

FB-0

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113  
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**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Circus Vargas**

EVENT: **Circus Vargas**

DATE OF EVENT: **February 21, 2019 thru March 4, 2019**

**APPROVALS:**

DEVELOPMENT SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
RISK MANAGER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
PUBLIC WORKS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FINANCE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FIRE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
POLICE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
CITY ATTORNEY	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
COMMUNITY SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
NEIGHBORHOOD SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

No comments

**CITY ATTORNEY**

Approved on condition that Risk Manager approves.

**COMMUNITY SERVICES**

No involvement

**NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.



## **POLICE DEPARTMENT**

The police department requests that representatives of Circus Vargas work with Plaza Bonita security and management to manage vehicle and pedestrian traffic as well as parking issues that can arise.

## **FINANCE**

Circus Vargas needs to renew the business license.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **PUBLIC WORKS (619)366-4580**

### **Facilities Division**

No involvement

### **Streets Division**

Put up & take down banners on NCB = \$400.00

### **Parks Division**

No involvement



**FIRE (619) 336-4550**

**INSPECTION REQUIRED**

**Total fee amount for all Fire Department permits is, (\$791.00) dollars. Tents \$600, Places of Assembly \$191. Fees can only be waived by City Council.**

---

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the Circus Vargas to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self-illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).



- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguisher to have a current State Fire Marshal Tag attached.**
- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, Standard for Emergency and Standby Power Systems.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.

Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**



- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) Fees can only be waived by City Council.
- 16) There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisors for every 250 occupants, as approved in addition to the security. Please provide the current Crowd Manager certification to NCFD prior to the event (the ones provided are expired).

Fees can only be waived by City Council



The following page(s) contain the backup material for Agenda Item: [Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \\$3,654.318.83.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 05, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #25 for the period of 12/12/18 through 12/18/18 in the amount of \$3,654.318.83.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**EXPLANATION:**

**APPROVED BY:** 

Per Government Section Code 37208, attached are the warrants issued for the period of 12/12/18 through 12/18/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
A Preman Roofing	340008	300,000.00	City Hall Roof Replacement
County of San Diego	340036	266,398.08	Sweetwater River Maint.
Dept. of Ind Relations	340044	62,128.23	Assessment for fy 2018 & 2019/Risk
EsGil Corporation	340049	51,997.61	Plan Review Svcs Sep 2018 – Fire
Haaker Equipment Co	340060	180,109.58	Pothole Patch Truck
Health Net Inc	340066	82,466.49	Group R1192A November 2018
Health Net Inc	340067	82,046.40	Group R1192A December 2018
Project Professional Corp	340097	111,786.43	1430 Hoover Ave. Project
Eagle Paving Company	340149	93,821.40	Citywide Pedestrian Midblock
DBX Inc	340155	406,194.69	Fiber Optic Traffic Sig Int Project
Adminsire Inc	674505	54,966.24	W/C Acct Replenishment Nov 2018

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$3,654.318.83.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$3,654.318.83

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 25





**WARRANT REGISTER # 25**  
**12/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BLAZENSKI, M	COORDINATE AUDIT OF FINANCIAL RECORDS	339994	12/18/18	4,987.50
DUSTIN PARKER	CAMERA OPERATION / STATE OF THE CITY	339995	12/18/18	1,120.00
GOVERNMENT FINANCE	FY2018 COMPREHENSIVE FINANCIAL REPORT	339997	12/18/18	580.00
GOVERNMENT FINANCE	FY2017 POPULAR ANNUAL FINANCIAL REPORT	339998	12/18/18	225.00
GRAINGER	MOP 65179. SUPPLIES FOR FACILITIES	339999	12/18/18	299.49
MUNISERVICES LLC	STATISTICAL REPORT FOR CAFR / FINANCE	340001	12/18/18	500.00
SWEETWATER HIGH	PARTICIPATION / STATE OF THE CITY ADDRESS	340002	12/18/18	250.00
U S BANK	GOVT PURPOSE/SUBSCRIPTIONS/TRAININGS	340003	12/18/18	985.96
WELLS FARGO BANKS	BANK PROCESSING CHARGES / SEC 8	340004	12/18/18	288.17
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY'S OFFICE	340005	12/18/18	408.93
1-800 RADIATOR & A/C	PARTS FOR TREE TRIMMER TRUCK	340006	12/18/18	1,283.25
A REASON TO SURVIVE	HANGING OF SCULPTURE	340007	12/18/18	3,000.00
A. PREMAN ROOFING	CITY HALL ROOF REPLC.	340008	12/18/18	300,000.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICE NOV 2018	340009	12/18/18	3,014.85
ABORQUI DIGGS, K	REIMB FOR HOLIDAY SUPPLIES - COMM SVCS	340010	12/18/18	81.57
ACCESS CONTROL SECURITY INC	SECURITY SVCS FOR A KIMBALL HOLIDAY	340011	12/18/18	930.00
ACE UNIFORMS & ACCESSORIES INC	NEW HIRE GEAR / POLICE	340012	12/18/18	200.34
ACME SAFETY & SUPPLY CORP	SIGN HARDWARE	340013	12/18/18	156.61
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES / HR	340014	12/18/18	7,396.66
AMAZON	BOOKS / LIBRARY	340015	12/18/18	4,814.77
AMERICAN RADIO	VEHICLE CHARGER OCT 2018 - FIRE	340016	12/18/18	190.31
ASSI SECURITY INC	PROGRAM SYSTEM LABOR SERVICE	340017	12/18/18	135.00
AT&T	AT&T SBC PHONE SERVICE NOV 2018	340018	12/18/18	2,240.50
AT&T	AT&T SBC PHONE SERVICE DEC 2018	340019	12/18/18	80.23
ATC GROUP SERVICES LLC	T&A1553 REFUND BOND 10 OSBORN	340020	12/18/18	4,000.00
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES	340021	12/18/18	3,764.50
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT / MIS	340022	12/18/18	5,070.06
BAKER & TAYLOR	BOOKS / LIBRARY	340023	12/18/18	1,429.21
BEST BEST & KRIEGER ATTN LAW	PERSONNEL MATTER	340024	12/18/18	855.00
BIBLIOTHECA LLC	ANNUAL SUPPORT & MAINTENANCE	340025	12/18/18	10,481.85
BOOT WORLD	MOP 64096 SAFETY APPAREL - PW	340026	12/18/18	244.06
BRODART CO	BOOKS / LIBRARY	340027	12/18/18	322.65
BSN SPORTS LLC	ROLL BLEACHER - COMM SVCS	340028	12/18/18	7,077.40
CAL UNIFORMS INC	UNIFORM PANTS NOV 2018 - FIRE DPT	340029	12/18/18	5,781.24
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 GENERAL SUPPLIES - PW	340030	12/18/18	550.55
CASTANEDA, J	REIMB FOR TRAVEL MILEAGE	340031	12/18/18	23.99
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PLANNING	340032	12/18/18	10,270.00
CITY OF CHULA VISTA	ANIMAL SHELTER FEES / PD	340033	12/18/18	46,545.00
CLEAR WATER TECHNOLOGIES LLC	CITYWIDE WATER TREATMENT SERVICES	340034	12/18/18	1,150.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	340035	12/18/18	77.43
COUNTY OF SAN DIEGO	SWEETWATER RIVER MAINT.	340036	12/18/18	266,398.08
COUNTY OF SAN DIEGO	POLICE & FIRE RADIO MHZ NOV 2018	340037	12/18/18	8,578.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SVCS OCT 2018	340038	12/18/18	2,012.40
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	340039	12/18/18	3,500.00
COUNTYWIDE MECHANICAL SYSTEMS	PREVENTATIVE MAINTENANCE CITYWIDE	340040	12/18/18	42,603.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES DEC 2018	340041	12/18/18	549.88
DAY WIRELESS SYSTEMS	COMMUNICATIONS EQUIP SVC - NOV 2018	340042	12/18/18	665.75





**WARRANT REGISTER # 25**  
**12/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DELGADO, E	REIMB FOR A KIMBALL HOLIDAY ITEMS	340043	12/18/18	362.07
DEPT OF INDUSTRIAL RELATIONS	ASSESSMENT FOR FY 2018 & 2019 / RISK	340044	12/18/18	62,128.23
DEPT OF JUSTICE	DOJ FINGERPRINTING / POLICE	340045	12/18/18	456.00
D-MAX ENGINEERING	STORM WATER SERVICES 2018-19	340046	12/18/18	39,975.21
EBSCO INFORMATION SERVICES	MAGAZINES SUBSCRIPTION / LIBRARY	340047	12/18/18	5,411.94
ENSAFE INC	2020 HOOVER AVE. PROJECT	340048	12/18/18	35,007.00
ESGIL CORPORATION	PLAN REVIEW SVCS SEP 2018 - FIRE	340049	12/18/18	51,997.61
ETIC ENVIRONMENTAL ENGINEERS	T&A#1258 10 OSBORN	340050	12/18/18	2,000.00
EXPERIAN	CREDIT CHECKS FOR EMPLOYEES / POLICE	340051	12/18/18	49.66
EXPRESS PIPE AND SUPPLY	CITY WIDE PLUMBING PARTS & MATERIALS / PW	340052	12/18/18	307.06
EXXON MOBIL	T&A#768 REFUND BOND 10 OSBORN	340053	12/18/18	2,000.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	340054	12/18/18	61.38
FERGUSON ENTERPRISES	MOP 45723 GENERAL SUPPLIES - PW	340055	12/18/18	921.85
FLYERS ENERGY LLC	MOBIL SUPER SYNTHETIC OIL / PW	340056	12/18/18	2,004.16
FUN EXPRESS LLC	KIMBALL HOLIDAY SUPPLIES - COMM SVCS	340057	12/18/18	481.26
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	340058	12/18/18	2,535.68
GRANICUS INC	GOVMT TRANSPCY & MEETING SUITE	340059	12/18/18	1,477.35
HAAKER EQUIPMENT COMPANY	POTHOLE PATCH TRUCK	340060	12/18/18	180,109.58
HANDY METAL MART	BUTT HINGE / PD	340061	12/18/18	100.60
HARRIS & ASSOCIATES INC	T&A#90292 ALINEA TOWNHOUSES	340062	12/18/18	1,427.00
HARRIS AND ASSOCIATES	T&A 90210 - PARCEL MAP REVIEW - ENG	340063	12/18/18	8,442.00
HEALTH NET	GROUP N7177A DECEMBER 2018	340064	12/18/18	1,181.18
HEALTH NET	GROUP N7177A NOVEMBER 2018	340065	12/18/18	1,181.18
HEALTH NET INC	GROUP R1192A NOVEMBER 2018	340066	12/18/18	82,466.49
HEALTH NET INC	GROUP R1192A DECEMBER 2018	340067	12/18/18	82,046.40
HINDERLITER DE LLAMAS	CONTRACT & AUDIT SVCS - SALES TAX 2 QTR	340068	12/18/18	9,129.27
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES - BUILDING	340069	12/18/18	334.37
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK C.	340070	12/18/18	4,027.00
IRON MOUNTAIN	MONTHLY MN STRG CHRGR DEC 2018	340071	12/18/18	185.40
KIMLEY HORN	HARBISON AVE.	340072	12/18/18	32,903.75
KTUA	DOWNTOWN SPECIFIC PLAN	340073	12/18/18	1,140.00
LANGUAGE LINE SERVICES	NON EMERGENCY TRANSLATION	340074	12/18/18	47.27
LASER SAVER INC	MOP 45725 BUILDING CHARGES - FIRE	340075	12/18/18	657.61
LEAGUE OF CALIFORNIA CITIES	CITY MGR/DIR OF FIN CONF FEB 2019	340076	12/18/18	775.00
LEFORTS SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	340077	12/18/18	373.48
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	340078	12/18/18	352.00
LIGHTWERKS COMMUNICATION	3-PORT EXTENDER NOV 2018 - FIRE	340079	12/18/18	447.58
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES DEC 04, 2018	340080	12/18/18	160.00
MAN K9 INC	MANDATED TRAINING	340081	12/18/18	2,080.00
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES - PW	340082	12/18/18	638.16
MIDWEST TAPE	DVDS / LIBRARY	340083	12/18/18	698.34
MOTOROLA SOLUTIONS INC	RADIOS SUPPORT SVC OCT 2018	340084	12/18/18	18,740.38
MUNICIPAL CODE CORPORATION	SUPPLEMENT 51 UPDATE 1 - NOV 2018	340085	12/18/18	414.00
MUNOZ, L	CALPELRA CONFERENCE EXP DEC 2018	340086	12/18/18	178.69
NV5 INC	WEB BASED GIS SYSTEM	340087	12/18/18	14,456.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	340088	12/18/18	447.48
ORKIN	CITYWIDE PEST CONTROL SVC NOV 2018	340089	12/18/18	957.00





**WARRANT REGISTER # 25**  
**12/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC AUTO REPAIR	SMOG CERTIFICATION FOR CITY	340090	12/18/18	125.00
PARADISE PRINTING & GRAPHICS	SCHOOL CALENDARS / POLICE	340091	12/18/18	5,937.54
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	340092	12/18/18	530.03
PEACE OFFICERS RESEARCH	PORAC DUES FOR RESERVES	340093	12/18/18	80.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	340094	12/18/18	647.74
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	340095	12/18/18	455.13
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES - NSD	340096	12/18/18	295.11
PROJECT PROFESSIONALS CORP	1430 HOOVER AVE. PROJECT	340097	12/18/18	111,786.43
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	340098	12/18/18	1,096.96
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING	340099	12/18/18	14,387.50
RELIANCE STANDARD	GROUP VAI826233 NOV 2018	340100	12/18/18	5,505.77
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	340101	12/18/18	5,425.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	340102	12/18/18	60.00
SAN DIEGO PET SUPPLY	MOP SD PET SUPPLY PD	340103	12/18/18	488.31
SDG&E	SDG&E UTILITIES FOR FACILITIES FY 2019	340106	12/18/18	49,115.45
SDG&E	GAS & ELECTRIC UTILITIES - PW	340107	12/18/18	31,691.90
SHARP REES STEALY MED GROUP	EMPLOYEE DMV EXAM	340108	12/18/18	110.00
SIEMENS INDUSTRY INC	CITY HALL FIRE ALARM	340109	12/18/18	33,250.00
SMART & FINAL	MOP SMART & FINAL PD	340110	12/18/18	482.56
SMART & FINAL	MOP 45756. LITERACY SUPPLIES FOR EVENTS/LIB	340111	12/18/18	68.73
SMART SOURCE OF CALIFORNIA LLC	HALLOWEEN BAGS / POLICE	340112	12/18/18	873.95
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL SUPPLIES - PW	340113	12/18/18	216.09
SPOK INC	METROCALL PAGING DECEMBER 2018	340114	12/18/18	1.42
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	340115	12/18/18	2,337.84
STC TRAFFIC	T&A#90260 BAYSHORE BIKEWAYS	340116	12/18/18	7,155.00
SULLIVAN, C	EDUCATIONAL REIMBURSEMENT	340117	12/18/18	2,496.24
SUPERIOR READY MIX	ASPHALT TACK / PW	340118	12/18/18	254.73
SWAGIT PRODUCTION LLC	VIDEO STREAMING SERVICES NOV 2018	340119	12/18/18	1,920.83
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES FY 2019	340121	12/18/18	44,750.82
SWRCB	ANNUAL PERMIT 1243 N.C.B.	340122	12/18/18	12,259.00
TECHNOLOGY INTEGRATION GROUP	BLUE RAY WRITER	340123	12/18/18	651.42
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES - PW	340124	12/18/18	322.81
TINOSA INC	FLOW TEST, MSA BA	340125	12/18/18	3,200.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	340126	12/18/18	107.85
TSC GROUP INC	LEASE FOR STATION #33 - FIRE	340127	12/18/18	2,533.06
U S BANK	CREDIT CARD NOV 2018 - COMM SVCS	340128	12/18/18	889.70
U S HEALTHWORKS	PRE-EMPLOYMT PHYSICALS NOV 2018	340129	12/18/18	669.00
UNITED PARCEL SERVICE	MOP UPS PD	340130	12/18/18	7.65
UNITED ROTARY BRUSH CORP	SWEEPER REPAIRS & MAINTENANCE	340131	12/18/18	1,220.89
US BANK	FEES FOR LIBRARY WEBSITE	340132	12/18/18	106.49
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES - PW	340133	12/18/18	117.12
VASQUEZ, XAVIER	VIDEO PRODUCTION SERVICES FOR 12/18/18	340134	12/18/18	1,200.00
VERIZON WIRELESS	VERIZON CELLULAR SVCS NOV 2018	340135	12/18/18	229.89
VISION SERVICE PLAN	DECEMBER 2018 VISION SERVICE PLAN	340136	12/18/18	844.17
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES - PW	340137	12/18/18	2,403.14
WEST PAYMENT CENTER	INVESTIGATIONS	340138	12/18/18	596.70
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES - MIS	340139	12/18/18	207.17





**WARRANT REGISTER # 25**  
**12/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ZUMAR INDUSTRIES INC	SX0073 SIGN FIX MEDIUM CHANNEL	340140	12/18/18	904.62
ALDEMCO	FOOD - NUTRITION	340141	12/18/18	4,151.31
ALL FRESH PRODUCTS	FOOD - NUTRITION	340142	12/18/18	1,476.67
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT OCT-NOV 2018	340143	12/18/18	619.28
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR FY 2019	340144	12/18/18	16,464.96
CULLINAN OF SAN DIEGO	WATER SOFTENER FOR STEAMER / NUTRITION	340145	12/18/18	288.50
DENHAM, A	REIMB / DINNER PURCHASED FOR WINTER HOLIDAY	340146	12/18/18	195.21
DEPMT OF PESTICIDE REGULATION	LICENSE/CERTIFICATE RENEWAL	340147	12/18/18	120.00
DUNBAR ARMORED INC	ARMORED SERVICES DEC 2018 - FINANCE	340148	12/18/18	289.51
EAGLE PAVING COMPANY INC	CITY WIDE PEDESTRIAN MIDBLOCK	340149	12/18/18	93,821.40
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES -NUTRITION	340150	12/18/18	1,173.70
PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICE - NUTRITION	340151	12/18/18	137.71
REGIONAL TRAINING CENTER	COURSE BUSINESS WRITING - NSD	340152	12/18/18	300.00
SEAPORT MEAT COMPANY	FOOD -NUTRITION	340153	12/18/18	768.51
SYSCO SAN DIEGO INC	FOOD -NUTRITION	340154	12/18/18	5,638.93
DBX INC	FIBER OPTIC TRAFFIC SIG INTECON PROJECT	340155	12/18/18	406,194.69
NATIONAL CITY HISTORICAL	ANNUAL EXPENSE PAYMENT	340156	12/18/18	5,000.00

**A/P Total 2,295,050.50**

**WIRED PAYMENTS**

ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET NOVEMBER 2018	674433	12/13/18	29,899.55
ADMINSURE INC	W/C ACCT REPLENISHMENT NOV 2018	674505	12/13/18	54,966.24
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE DEC 2018	996163	12/14/18	538.65

**SECTION 8 HAPS**

<b>Start Date</b>	<b>End Date</b>	
12/12/2018	12/18/2018	<b>7,895.00</b>

**PAYROLL**

<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
26	12/4/2018	12/17/2018	12/26/2018	<b>1,265,968.89</b>

**GRAND TOTAL**

**\$3,654,318.83**



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5<sup>TH</sup> OF FEBRUARY 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_



The following page(s) contain the backup material for Agenda Item: [Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \\$254,690.25. \(Finance\)](#)  
Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 05, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #26 for the period of 12/19/18 through 12/25/18 in the amount of \$254,690.25.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 12/19/18 through 12/25/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret System	12212018	254,690.25	Service Period 11/20/18 – 12/03/18

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$254,690.25.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$254,690.25

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 26





**WARRANT REGISTER # 26**  
**12/25/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS ISSUED ON THE WEEK OF 12/19/2018 THROUGH 12/25/2018				
A/P Total				0.00
<b>WIRED PAYMENTS</b>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/20/18 - 12/03/18	12212018	12/21/18	254,690.25
GRAND TOTAL				<u>\$ 254,690.25</u>



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5<sup>TH</sup> OF FEBRUARY 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_



The following page(s) contain the backup material for Agenda Item: [Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \\$2,061,417.86.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 05, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #27 for the period of 12/26/18 through 01/01/19 in the amount of \$2,061,417.86.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 12/26/18 through 01/01/19.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No Warrants Over \$50,000.00 processed

The period of 12/26/18 through 01/01/19

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$2,061,417.86.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,061,417.86

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 27





**WARRANT REGISTER # 27**  
**1/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS ISSUED ON THE WEEK OF 12/26/2018 THROUGH 01/01/2019				
A/P Total				0.00
SECTION 8 HAPS	Start Date	End Date		
	12/26/2018	1/1/2019		948,342.50
PAYROLL				
Pay period	Start Date	End Date	Check Date	
27	12/18/2018	12/31/2018	1/9/2019	1,113,075.36
GRAND TOTAL				<u>\$2,061,417.86</u>



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5<sup>TH</sup> OF FEBRUARY 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_



The following page(s) contain the backup material for Agenda Item: [Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16th Street and "M" Avenue from Small Lot Residential \(RS-2\) to Medium-Density Multi-Unit Residential \(RM-1\) in order to construct a 29-unit residential development. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 GPA, S\) \(Planning\) \(Continued from the January 22, 2019 City Council Meeting\)](#)

Please scroll down to view the backup material.



# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Continued Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, approving a General Plan Amendment and Tentative Subdivision Map for the rezoning of property at East 16<sup>th</sup> Street and "M" Avenue from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) in order to construct a 29-unit residential development. (Applicant: Ralph Gonzales) (Case File No. 2017-04 GPA, S)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:**

**EXPLANATION:**



The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. The site includes the westerly half of the vacated portion of "M" Avenue adjacent to the east of the properties. In order to build this type of project, the existing single-family zoning needs to be changed to a multi-family land use and zone. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Medium Density Residential land use, in order for the Zone Change to occur. The Zone Change is addressed in a separate Ordinance.

This item was continued from the January 22, 2019 meeting so that the draft Resolution could be amended to reflect all necessary information.

The attached background report describes the project in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Mitigated Negative Declaration (MND)

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map.

Vote: Ayes – Baca, DelaPaz, Garcia, Sendt, Quintero, Yamane Noes: Flores

**ATTACHMENTS:**

- |                           |  |
|---------------------------|--|
| 1. Background Report      | 5. Site Photos                           |
| 2. Recommended Findings   | 6. Applicant's Plans                     |
| 3. Recommended Conditions | 7. Public Notice (from January 22, 2019) |
| 4. Overhead               | 8. Resolution                            |



## **BACKGROUND REPORT**

### **Staff Recommendation**

Staff recommends approval of the proposed General Plan Amendment, Zone Change, and Tentative Subdivision Map. The proposed development meets three General Plan Policies related to Land Use, and is also consistent with the City's Housing Element.

### **Executive Summary**

The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. The site includes the westerly half of the vacated portion of "M" Avenue adjacent to the east of the properties. In order to build this type of project, the existing single-family zoning needs to be changed to a multi-family land use and zone. This type of change requires a General Plan Amendment to change the land use from Low-Medium Density Residential to Medium Density Residential land use, and a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1). The amendment and zone change were initiated together by the Planning Commission last year.

### **History**

The Planning Commission initiated the General Plan Amendment and Zone Change on May 1, 2017. As mentioned above, the project also included the vacation of the portion of "M" Avenue adjacent to the site. The City Council initiated the Street Vacation on April 4, 2017. The Planning Commission held a hearing to determine if the vacation was in conformance with the General Plan. After considering concerns from the National School District, who own the property on the opposite side of the "M" Avenue right-of-way, the Planning Commission determined General Plan conformance on June 5, 2017. The City Council ordered vacation of the 451 feet of "M" Avenue adjacent to the project on August 1, 2017.

The Planning Commission conducted a public hearing at their meeting of December 3, 2018 and voted to recommend approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map by a vote of six to one.

At the January 22, 2019 public hearing, the City Council certified the associated Mitigated Negative Declaration (MND) and introduced an Ordinance amending the Zoning Map. An item for the adoption of the Ordinance is also on tonight's agenda. The Zoning Map change will not be binding unless the General Plan Amendment is also approved. Furthermore, approval of the Tentative Subdivision Map is also tied to the amendment and zone change, as a project of this density is not permitted without them.

## **ATTACHMENT 1**



The General Plan Amendment and Tentative Subdivision Map were also on the January 22, 2019 meeting agenda as a public hearing, but were continued so that the draft Resolution could be amended to reflect all necessary information. At the hearing there was discussion on the companion items related to the preservation of the San Diego Ambrosia on site. As mentioned in the Mitigation Monitoring and Reporting Program (MMRP) that is part of the certified MND, the Department of Fish and Game (DFW) consider the San Diego Ambrosia a high-profile sensitive species. Project conditions require mitigation in the form of salvage and transplantation. This is due to the rarity of the species and the need to avoid further loss. By remaining in a developed area, the chances of survival are reduced. However, recommended conditions of approval include the request from City Council that existing specimens of San Diego Ambrosia on site be preserved to the extent possible afforded by DFW requirements.

#### Site Characteristics

The project site is comprised of nine existing single-family lots, all of which are vacant, and 451 feet of the half width (30 feet) of "M" Avenue to the east, which has now been vacated. The whole project area is approximately 74,500 square feet in size, or roughly 1.7 acres, and is undeveloped.

The area slopes down from East 16<sup>th</sup> Street to South Bay Plaza (south to north) and from west to east, to form a rough valley shape. There is an existing single-family neighborhood to the west, which is located atop and behind a large hill; there is an existing mixed-density neighborhood of duplexes and triplexes located across East 16<sup>th</sup> Street to the south; South Bay Plaza is located to the north, beyond an existing grove of trees at the bottom of the valley area; the National School District offices and bus yard is located to the east, on the other side of the vacated "M" Avenue. The street was considered a "paper street" (the street was shown on the Assessor's Parcel Map but was not developed as a street).

The property to be developed has a current land use designation of Low-Medium Density Residential, which allows up to nine units per acre. The current zoning designation is RS-2, which generally allows one single-family residence per lot.

#### Proposal

The applicant wishes to construct a 29-unit multi-family residential development on the site. The project consists of nine buildings and 75 parking spaces (45 garage and 29 open), along with required open space. The project would be a condominium project with each unit owned individually and the property being jointly owned by the 29 potential owners.



The project is being called “City Village” and is a grouping of 29 three-bedroom, two and half bath, and two-story townhomes. For most units there are individual entries, one or two car garages, and private patios and balconies. The architectural style echoes the area’s early Spanish heritage. The project is a gated community in a suburban setting providing both safety along with common use areas for growing families. Abundant landscaping, including trees, shrubs, vines, and groundcover, is provided, which also aids in visual screening of and from surrounding areas.

Because the Low-Medium Density Residential land use and RS-2 zone designations only allow a maximum density of **nine** units per acre and one unit per lot respectively, the existing land use and zoning maps need to be changed to accommodate the development, which requires both a General Plan Amendment (Land Use Map) and a Zone Change (Zoning Map).

As previously mentioned, these changes have been initiated. This step is the next part of the process in which public hearings are held at both the Planning Commission and City Council level.

#### Analysis

When considering a General Plan Amendment and Zone Change, the Planning Commission must take into account the surrounding land uses and neighborhood makeup, as well as consistency with the General Plan and other governing documents.

The single-family neighborhood to the west of the project area has an average density of around **five** units per acre. The mixed-density neighborhood to the south (one block either side of “M” Avenue) has an average density of approximately **11** units per acre. The proposed 29-unit project would result in a density of approximately **17** units per acre, similar to the neighborhood to the south. Although roughly three times the density of the properties to the west, the project site is separated by grade from these properties and would not be a direct impact to the single-family area.

Under the current land use and zoning, a 1.7-acre parcel would yield approximately **15** units. If rezoned to RM-1 (Medium-Density Multi-Unit Residential), as proposed by the applicant, the parcel would yield approximately **39** units. However, the applicant is only proposing 29 units. As part of this General Plan and zoning amendment application, the developer is also applying for a Tentative Subdivision Map, which allows review of the architecture and design of the project. Conditions will ensure the number of units will be kept at 29.



### General Plan

If amended, the Land Use designation for this property will be Medium Density Residential, which has a maximum density range of 9 to 23 units per acre. In this case, the project is at a proposed density of 17 units per acre, within the allowable range.

There are several General Plan Policies that are pertinent to this proposal, specifically:

**Policy LU-2.3:** Provide for a variety of housing types including, but not limited to, single-family attached and detached, multifamily apartments, condominiums, and mobile homes.

**Policy LU 4.3:** Promote infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

**Policy LU-7.1:** Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.

The area is vacant and prime for development. Having a comprehensive residential project in this area will contribute to the City's housing needs. The area is not homogenous in nature with regard to residential housing types – there are single-family residences on larger lots located to the west, with a mix of medium to higher-density properties to the south across East 16<sup>th</sup> Street; these lots are developed with everything from duplexes, to triplexes, to apartments.

### Housing Element

The nine lots adjacent to "M" Avenue were originally subdivided from one large property in 2000. The area has remained vacant ever since. Merging the parcels and adding half of the vacated street to the east would increase the potential of the property. The resultant property size and configuration would be better able to provide a mix of housing that is consistent with the needs of the Housing Element, which focuses on (among other things):

- Matching housing supply with need
- Maximizing housing choice throughout the community

### Land Use Code (LUC)

The RM-1 zone allows for up to 23 units per acre. The proposed project has a density of approximately 17 units per acre. In the case of a 1.7-acre project area, the maximum allowable number of units would be 39. However, the applicant is limiting the project to



29 units. There is also a maximum lot coverage of 75% of the lot. The project is within these parameters.

### Architecture

The development features eight buildings laid out in four groups. The two groups in the center of the development have central common area courtyards that include seating and barbecue areas. Most of the buildings are two-story in design, with the exception of the central two buildings, which are three stories tall. These structures have four units below with one unit above. This massing allows a transition from the street from lower to higher, thus respecting the lower heights along East 16<sup>th</sup> Street.

The architectural style is Spanish/Mediterranean, featuring stucco walls, balconies, lots of wall-plane variation, pitched roofs, shutters, and arched windows in some cases. The roofs will be one of three styles – tile, concrete, or asphalt shingle. The LUC requires consideration of the impact of bulk on neighboring properties, façade and roof articulation, scale that is sensitive to surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space. The tentative project plans (Attachment No. 5, Exhibit “A”) are consistent with LUC requirements, which are also included as conditions of approval.

### Landscaping

The concept landscape and irrigation plan submitted with the application shows a robust plant palette with street, screening, and canopy trees; and shrubs, ground cover, and vines. The landscape plan is included as part of Attachment No. 5, Exhibit “A”. While all areas along the property and building frontages are shown as landscaped, the most prominent part of the landscape and irrigation plan is south of the project in what was the recently vacated westerly 30 feet of “M” Avenue right-of-way. The project bio-retention system is located in this area, which also includes planted retaining walls, trellises with seating areas, a scenic walkway, and vehicular access path. There is also a tot lot located in the northeast corner of the project. The open space area will be graded such that the entire project will drain to and be retained by the area, which will ensure that no storm water impacts affect adjacent properties. Conditions of approval include compliance with Chapter 18.44 (Landscaping) of the LUC, with particular emphasis on Section 18.44.190, which related to water efficient landscape requirements. Storm water requirements are part of the Engineering Department conditions.

### Open Space

Multi-unit residential projects have a minimum amount of private and common open space that is required, which is exceeded in this project. Open space is required as follows:



- Private open space – 60 square feet per unit
  - Excess private open space may count toward common open space requirements (each square-foot of excess counts as two square feet of common open space)
- Common open space
  - 300 square feet per unit (up to 200 square feet may consist of excess private open space)

The applicant is proposing the following mix of open space:

Open Space	Open space required	Open space provided
Private	1,740	4,500 (+2,760)*
Common	8,700	9,120 (3,600 + 5,520*)

The numbers in the table above are all areas that are provided on site. The bio-retention area and walkway area is also considered common open space and is more than 13,500 square feet in size. This area also acts a visual buffer, both for project residents and adjacent uses.

#### Parking/Circulation

Parking for multi-unit residential projects is required as follows:

- Studio or one- bedroom units – 1.3 spaces per unit
- Two or more bedrooms – 1.5 spaces per unit
- Guest parking
  - First 20 units – half a space per unit
  - Over 20 – quarter space per unit

The applicant is proposing the following mix of units:

Resident parking	Spaces required	Spaces provided
2 bedrooms (29)	44	47
Guest parking	13	13
<b>Total parking</b>	<b>57</b>	<b>60</b>

Parking has been provided in excess of the required amount. While not required, all but four of the units have private garages. Of the 25 units with garages, nine have two-car garages and 16 have one-car garages. Enough surface spaces are provided to afford



the minimum resident and guest parking requirement, as well as three additional parking spaces.

#### Tentative Subdivision Map

The proposed subdivision is consistent with the Subdivision Ordinance. As previously mentioned above, the development would be a condominium project with each unit owned individually and the property being jointly owned by the 29 potential owners. Conditions of approval include the requirement for a Home Owner's Association and Codes, Covenants, and Restrictions (CC&Rs), which will ensure that all development improvements are maintained for the life of the project. In addition, the density, lot dimensions, and minimum lot size requirements are consistent with the Subdivision Ordinance.

#### Required findings for approval of the Tentative Subdivision

The Municipal Code contains required findings for Tentative Subdivision Maps. There are nine required findings:

1. The proposed map is consistent with the National City General Plan and applicable specific plans.

The project is in compliance with all required density and zoning requirements, provides additional home ownership opportunities consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (NCMC Title 17), including minimum lot size and dimension. There are no specific plans in the area.

2. The site is physically suitable for the proposed type of development.

The 1.7-acre property can accommodate the requested number of units within the limits for density and lot coverage established by the General Plan and Land Use Code.

3. The site is physically suitable for the proposed density of development.

The proposed multi-family residential development, at a density of 17 units per acre, is less than the 23 units per acre allowed in the Medium-Density Multi-Unit Residential (RM-1) zone, and the proposed infill development increases the available housing units in the City.

4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.



The property is surrounded by urban development and there are no bodies of water present on-site. While there is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, the Mitigated Negative Declaration for this project provides for mitigation that will reduce potential impacts to a level of less than significance.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems.

The property is currently vacant and surrounded by existing urban development. In addition, the land use and zoning designations as proposed allow for the density requested, which has been analyzed as part of the Mitigated Negative Declaration associated with this project.

6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

No such easements exist or would be affected by the proposed development.

7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6.

The project is required to install sewerage systems that meet current requirements for sewage disposal by the Conditions of Approval of this permit.

8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources.

The project will provide twenty-nine new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.

9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration



of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage.

The landscape plan submitted as part of the proposal provides in excess of the required common open space area for such developments. All new construction proposed will be in compliance with the California Building Code, which takes such factors in to consideration.

#### Findings for denial

There are also two findings for denial of the proposal based on General Plan consistency and habitat impacts:

1. The proposed map is not consistent with the National City General Plan.

The project is not in compliance with the required density and zoning requirements of the surrounding Small Lot Residential (RS-2) zone; the proposed density of 17 units per acre exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.

2. The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure plant habitat.

There is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, which will require removal and replacement elsewhere in order to accommodate the project.

#### Department comments

Comments were provided by the Fire Department and Sweetwater Authority. The Fire Department requires compliance with fire codes related to fire protection and property access; Sweetwater Authority comments referred to required water infrastructure and final map information.

#### Conditions of Approval

Standard Conditions of Approval for Tentative Subdivision Maps have been included in the staff report, as well as those addressing department and agency comments as discussed above. Standard Engineering Department conditions related to final maps are likewise included. Planning Department conditions are related to building permit requirements, cultural resource protection during grading, off-site parking, homeowners association, and CC&Rs (Codes, Covenants, and Regulations). In addition, all mitigation



measures contained in the MMRP attached to the MND are included as conditions of approval.

### Summary

The subject property is vacant and prime for development. In order for the applicant to be able to develop the property in a comprehensive and efficient manner, the zoning needs to be changed. The existing lots are large and it is generally not economically feasible to develop all nine lots together in a manner beneficial to both the developer and the City. Changing the land use and zoning would allow for a quality development that is closer to the average density of nearby residential areas. The proposed development meets three General Plan Policies related to Land Use and is also consistent with the City's Housing Element. In addition, the proposed project would be consistent with all requirements for architectural design, landscaping, open space, and on-site parking.

### Options

1. Approve 2017-04 GPA, S subject to the attached conditions of approval, based on the attached findings or findings to be determined by the City Council; or
2. Deny 2017-04 GPA, S based on the attached findings or findings to be determined by the City Council; or,
3. Continue the item to a later date in order to obtain additional information.



**RECOMMENDED FINDING FOR APPROVAL**  
**OF THE GENERAL PLAN AMENDMENT**  
2017-04 GPA – 16th & “M” Avenue  
557-351-17 through 25

1. The proposed development is consistent with General Plan Land Use Policies LU-2.3, LU 4.3, and LU-7.1, because the area is vacant and prime for development. Having a comprehensive residential project in this area will contribute to the City’s housing needs. The area is not homogenous in nature with regard to residential housing types – there are single-family residences on larger lots located to the west, with a mix of medium to higher-density properties to the south across East 16<sup>th</sup> Street. These lots are developed with everything from duplexes, to triplexes, to apartments.

**RECOMMENDED FINDINGS FOR APPROVAL**  
**OF THE TENTATIVE SUBDIVISION MAP**  
2017-04 S – 16th & “M” Avenue  
557-351-17 through 25

1. The proposed map is consistent with the National City General Plan and applicable specific plans, because the project is in compliance with all required density and zoning requirements, provides additional home ownership opportunities consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (NCMC Title 17), including minimum lot size and dimension. There are no specific plans in the area.
2. The site is physically suitable for the proposed type of development, because the 1.7-acre property can accommodate the requested number of units within the limits for density and lot coverage established by the General Plan and Land Use Code.
3. The site is physically suitable for the proposed density of development, because the proposed multi-family residential development, at a density of 17 units per acre, is less than the 23 units per acre allowed in the Medium-Density Multi-Unit Residential (RM-1) zone, and the proposed infill development increases the available housing units in the City.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or

ATTACHMENT 2



wildlife or their habitat, because the property is surrounded by urban development and there are no bodies of water present on-site. While there is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, the Mitigated Negative Declaration for this project provides for mitigation that will reduce potential impacts to a level of less than significance.

5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems, because the property is currently vacant and surrounded by existing urban development. In addition, the land use and zoning designations as proposed allow for the density requested, which has been analyzed as part of the Mitigated Negative Declaration associated with this project.
6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, because no such easements exist or would be affected by the proposed development.
7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6, because the project is required to install sewerage systems that meet current requirements for sewage disposal by the Conditions of Approval of this permit.
8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources, the project will provide twenty-nine new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.
9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage, because the landscape plan submitted as part of the proposal provides in excess of the required common open space area for such developments. All new construction proposed will be in compliance with the California Building Code, which takes such factors in to consideration.



**RECOMMENDED FINDINGS FOR DENIAL**  
**OF THE TENTATIVE SUBDIVISION MAP**

2017-04 S – 16th & “M” Avenue  
557-351-17 through 25

1. The proposed map is not consistent with the National City General Plan, because the project is not in compliance with the required density and zoning requirements of the surrounding Small Lot Residential (RS-2) zone; the proposed density of 17 units per acre exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.
2. The design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure plant habitat, because there is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, which will require removal and replacement elsewhere in order to accommodate the project.

**RECOMMENDED FINDING FOR DENIAL**  
**OF THE GENERAL PLAN AMENDMENT**

2017-04 GPA – 16th & “M” Avenue  
557-351-17 through 25

1. The proposed development is not consistent with the General Plan, because the proposed development will result in a density of 17 units per acre, which exceeds the average area density of eleven units per acre. The increased density would be out of character with that of the surrounding area.



## RECOMMENDED CONDITIONS OF APPROVAL

2017-04 GPA, ZC, S, IS – 16<sup>th</sup> & “M” Avenue

557-351-17 through 25

### General

1. This *Tentative Subdivision Map* authorizes a 29-unit residential condominium project located northwest of the intersection of East 16<sup>th</sup> Street and the former “M” Avenue right-of-way. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits A and B, Case File No. 2017-04 GPA, ZC, S, IS, dated 6/18/2018).
2. The *General Plan Amendment*, *Zone Change*, and *Tentative Subdivision Map* shall not become effective until the Mitigated Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. This *Tentative Subdivision Map* shall not become effective until the General Plan Amendment and Zone Change have been approved.
4. Before the *General Plan Amendment*, *Zone Change*, and *Tentative Subdivision Map* shall become effective, the applicant and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the General Plan Amendment, Zone Change, and Tentative Subdivision Map.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *General Plan Amendment*, *Zone Change*, and *Tentative Subdivision Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
5. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.** The current fee to record the Notice of Determination for a Mitigated Negative Declaration is \$2,280.25, but may be subject to change.

ATTACHMENT 3



6. Approval of the *Tentative Subdivision Map* expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.

#### Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

8. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
9. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
10. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
11. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
12. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or,



its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

13. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
14. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
15. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
16. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
17. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
18. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.



19. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
20. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
21. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
22. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
23. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
24. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
25. All new dwellings are subject to a Transportation Development Impact Fee. This includes new homes, condos and apartments. The current fee is \$2,484 and typically increases by approximately 2% per fiscal year (July 1 to June 30)..
26. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
27. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
28. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
29. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information and monumentation.



30. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
31. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
32. SUSMP documentation, as necessary, must be submitted and approved.
33. The final map shall be recorded prior to issuance of any building permit.
34. All new property line survey monuments shall be set on private property, unless otherwise approved.
35. The parcel map/final map shall use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian and the north point shall appear on the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

#### Fire

36. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations at the time of plan submittal.
37. Fire apparatus access roads shall comply with the requirements of this section (CFC 2016 Edition - Section 503.1.1) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This comment shall apply to new residential structures.
38. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.



39. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
40. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 400 feet. Fire hydrants to be located within 400 feet of all locations which are roadway accessible (Measurement starts from nearest public fire hydrant to project).
41. The following items pertain to fire hydrants:
- a. Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
  - b. Fire hydrant to be of three outlet design.
42. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
43. Fire hydrants to be marked by use of blue reflective marker in the roadway.
44. Upon submittal for an underground permit, the following shall be included:
- Data sheet for Back-Flows
  - Data sheets for Private and Commercial Hydrants
  - Data sheets for Post Indicator Valves
- Information on required fire hydrants back-flow devices, etc.; can be acquired from Sweetwater Authority. All pipes and their appliances, shall meet industry/code standards for underground use.*
45. Fire Sprinklers will be required for this project.
46. If entrance/exit gates are used, gates shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.
47. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

#### Planning

48. Plans submitted for construction shall comply with Land Use Code requirements and design guidelines related to bulk, façade and roof articulation, scale that is sensitive to



surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space.

49. Plans submitted for construction shall include a landscape and irrigation plan in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190, related to water efficient landscape requirements. The landscaping required by this approval shall be maintained for the life of the project.
50. If any cultural resources are found during grading or construction, work is to stop and the lead agency and a qualified archaeologist be consulted to determine the importance of the find and its appropriate management. In the event of the accidental discovery or recognition of any human remains during construction, the applicant is required take all appropriate steps as required by relevant federal, state, and local laws.
51. All trash enclosures shall be in compliance with Municipal Code Title 7, Section 7.10.080 (Enclosures required), including the use of flame retardant materials.
52. All site and project lighting shall in compliance with Municipal Code Title 18.46 (Outdoor lighting).
53. The developer shall provide a declaration of covenants, conditions and restrictions, running with the land, clearly setting forth the privileges and responsibilities, including maintenance, payment of taxes, etc. involved in the common ownership of parking areas, walks, buildings, utilities and open spaces prior to approval of the final map. Said CC&R's shall be subject to approval as to content and form by the City Attorney. The CC&R's shall allow the City the authority but not the obligation to assume maintenance of the property and assess the full cost including overhead costs therefore as a lien against the property if said property is not adequately maintained per the agreement. The CC&R's shall include a determination that the funds provided by the maintenance provisions will be sufficient to cover all contemplated costs.
54. A corporation, association, property owners' group, or similar entity shall be formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants, and restrictions approved by the City Attorney as to form and content, which shall include compulsory membership of all owners and flexibility of assessments to meet changing costs of maintenance, repairs and services.
55. Impacts to native and non-native grasslands shall be mitigated off site. Impacts to native grasslands (e.g., grasslands having at least 10% native cover) shall be mitigated at a minimum of 2: 1 and non-native grasslands be mitigated at a 1: 1 ratio.



56. There is a patch of several hundred specimens of San Diego Ambrosia (*Ambrosia pumila*) located at the northern end of the property. This is a high-profile sensitive species. Project conditions require mitigation in the form of salvage and transplantation. Approval of a translocation plan is required prior to initiating ground disturbing activities. The translocation plan should specify: 1) the methods used for translocation (e.g., timing of translocation, seed collection, soil retention, etc.); 2) the location and suitability of the receptor site; 3) a long-term management plan for the receptor site; and 4) a long-term funding mechanism. The translocation receptor site should have long-term conservation value, be contiguous with other large, conserved tracts of land, and be managed and protected in perpetuity. The translocation plan should be submitted for review and approval by the Department of Fish & Wildlife prior to the onset of project impacts.
57. The onsite drainage is considered as Freshwater Emergent Wetland, which qualifies as jurisdictional wetlands/waters. State and federal permitting to allow this drainage to be impacted will be required by the US Army Corps of Engineers, San Diego Regional Water Quality Control Board, and California Department of Fish and Wildlife. All required permits or related authorizations for the project related to impacting wetlands/waters are a condition of project approval and will need to be secured prior to any development activities taking place.
58. The landscape design and planting palette shall use native plants to the greatest extent feasible in landscaped areas. The Project applicant shall not plant, seed, or otherwise introduce invasive exotic plant species to landscaped areas adjacent and/or near native habitat areas. Exotic plant species not to be used include those species listed on the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory. This list includes (but is not limited to) the following: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom.
59. In order to prevent potential impacts regarding the spread of invasive species during vegetation clearing activities, prior to any such work being undertaken all new equipment introduced to the project area shall be cleaned, and all equipment shall be maintained daily. Additional techniques for minimizing the spread of invasive plant species during construction activities can be found at <https://www.calipc.org/solutions/prevention/>.
60. The landscape plan submitted with construction documents shall include preservation and/or replanting of the existing specimens of San Diego Ambrosia, to the extent possible based on comments from the Department of Fish and Wildlife.



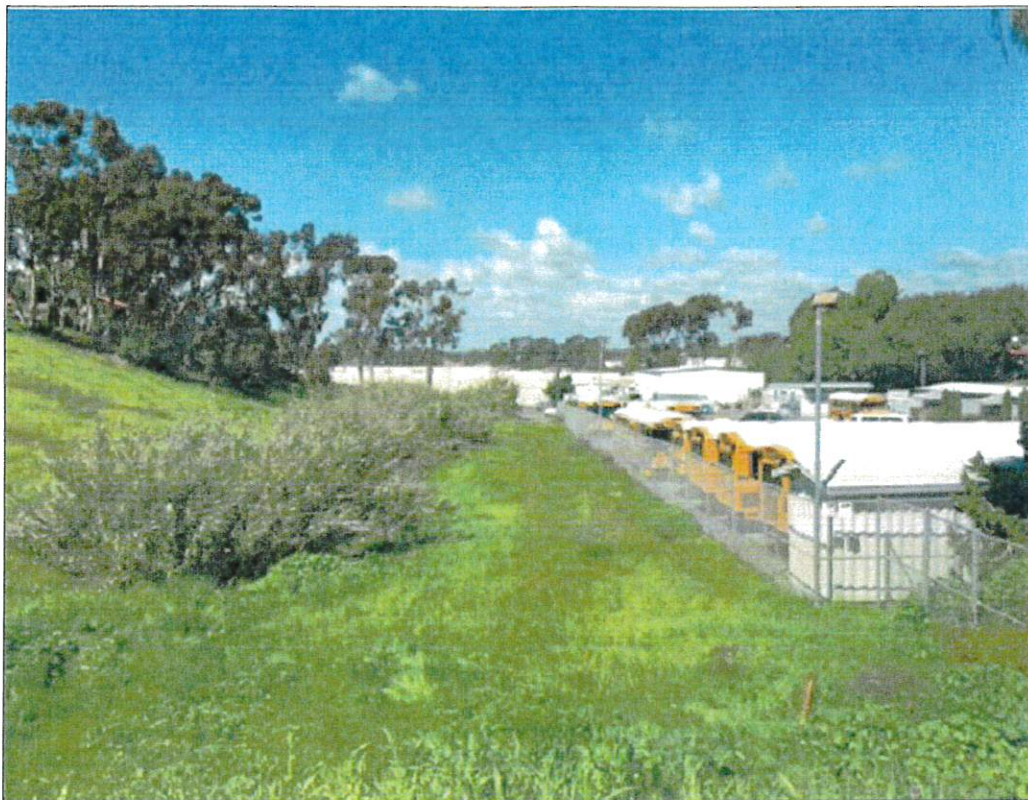
Sweetwater Authority

61. Water service must be provided from an Authority owned water main located within the public right-of-way or an Authority owned easement. Following vacation of the undeveloped portion of "M" Avenue, all water to serve the site shall be required to be obtained from an existing 16-inch PVC water main located within the right-of-way on East 16th Street.
62. The Final Map shall be submitted to the Authority for its review and comments prior to recordation.









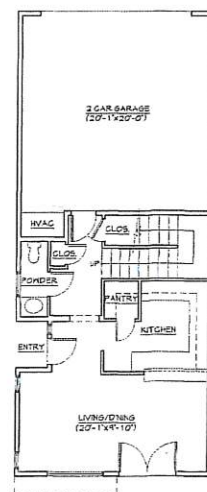
Looking north from East 16<sup>th</sup> Street



Looking northwest from East 16<sup>th</sup> Street



EXHIBIT: A  
CASE FILE NO.: 2017-04 GPA, ZC, S, 15  
DATE: 6/18/2018



FIRST FLOOR



SECOND FLOOR

**FLOOR PLAN**

AVERAGE SIZE: 1430 S.F

**ATTACHMENT 5**

**CITY VILLAGE**  
16<sup>TH</sup> STREET, NATIONAL CITY

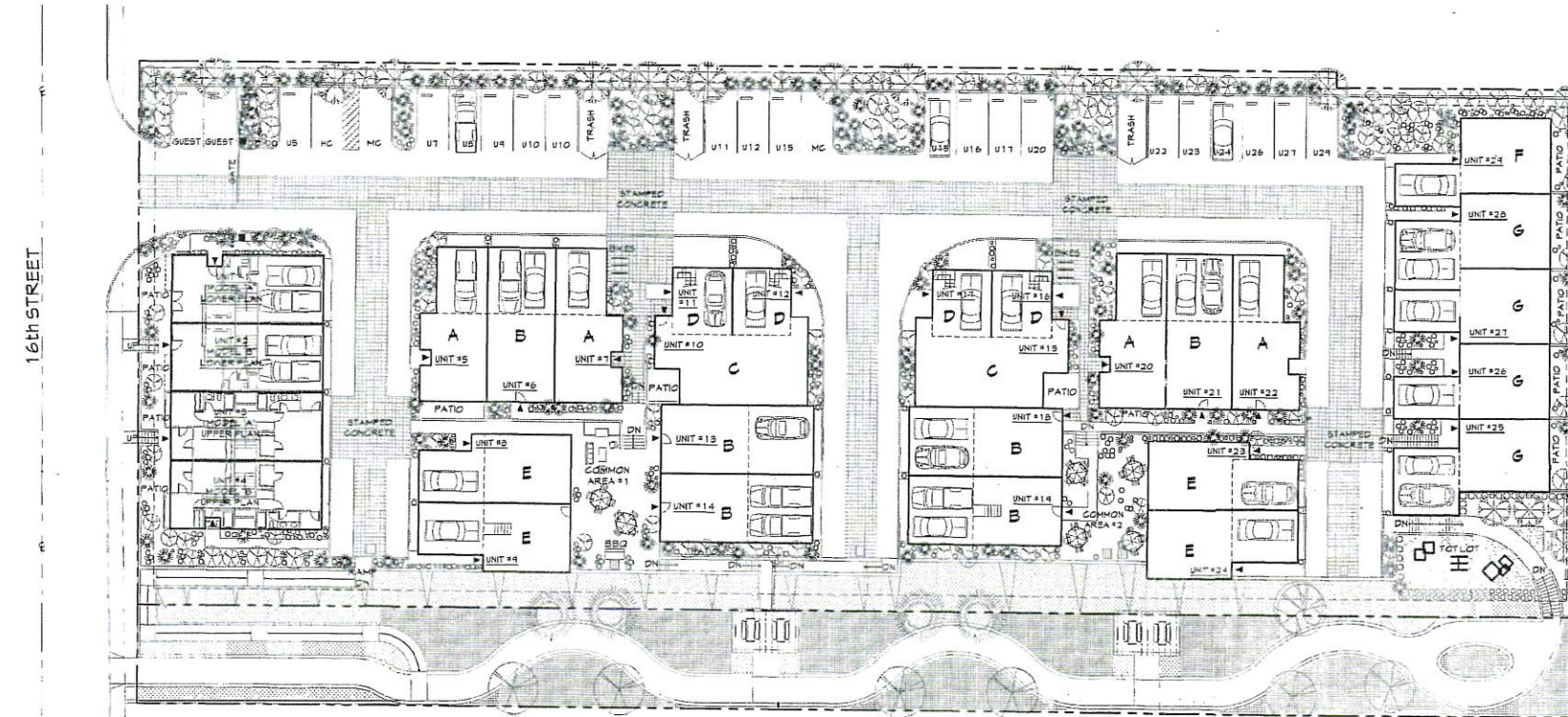
**CCRdesigns**

10132 EMERALDAS DRIVE  
SAN DIEGO, CA 92124  
PHONE: 619.550.4118  
EMAIL: CCRDESIGNS@AOL.COM  
WEB: CCRDESIGNS.COM





16th STREET LOOKING NORTH  
SCALE: 1" = 10'-0"



SITE PLAN  
SCALE: 1" = 30'-0"

CITY VILLAGE is a GROUPING OF 24 THREE BEDROOM TWO AND 1/2 BATHS TWO STORY TOWNHOMES. FOR MOST UNITS THERE ARE INDIVIDUAL ENTRY'S, ONE OR TWO CAR GARAGES, AND PRIVATE PATIOS AND BALCONIES. THE BUILDING MASSING SUGGESTS ELEMENTS FOR THE AREAS EARLY SPANISH HERITAGE. A GATED COMMUNITY IN A SUBURBAN SETTING, PROVIDING BOTH SAFETY ALONG WITH COMMON USE AREAS FOR GROWING FAMILIES. ABUNDANT LANDSCAPING PROVIDES MINIMAL VISUAL IMPACT TOWARD THE SURROUNDING AREAS.

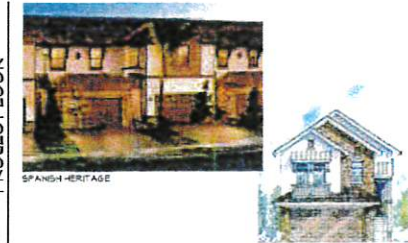


ADDRESS 16TH M AVE, NATIONAL CITY, CA 91912

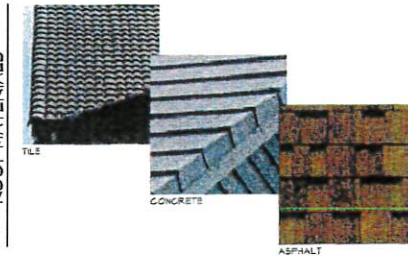
UNIT NO.	TYPE	SIZE (SF)	PARKING	STYLE	PRIVATE SPACE (SF)
2	A	1430	2 ATTACHED 1 CARPORT	TOWNHOUSE	100 SF BALCONY 20 SF PATIO 100 SF BALCONY
4	A1	1430	1 ATTACHED 1 CARPORT	TOWNHOUSE	100 SF BALCONY 20 SF PATIO 100 SF BALCONY
4	B	1446	2 ATTACHED	TOWNHOUSE	100 SF BALCONY 100 SF PATIO 100 SF BALCONY
4	B1	1446	1 ATTACHED	TOWNHOUSE	100 SF BALCONY 100 SF PATIO 100 SF BALCONY
2	C	1200	2 CARPORT	FLAT	120 SF PATIO
4	D	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	200 SF BALCONY
2	E	1446	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY
1	F	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G	1450	2 ATTACHED	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G1	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
24 TOTAL					

AREA CALCULATIONS		
PRIVATE SPACE REQUIRED	24 UNITS x 6.0 SF =	1740 SF
PRIVATE SPACE SHOWN		4500 SF
COMMON SPACE REQUIRED	24 UNITS x 300 SF =	8100 SF
COMMON SPACE PROVIDED ON SITE (3 AREAS x 1200 SF)		3600 SF
DIFFERENCE		4500 SF
EXCESS PRIVATE SPACE	4500 SF - 1740 SF =	2760 SF
EXCESS PRIVATE SUBSTITUTED FOR COMMON SP / 2760 SF x 2 =		5524 SF LARGER THAN 5100 SF
PARKING REQUIRED: 24 x 1.5 SPACES PER UNIT		44 SPACES
GUEST PARKING REQUIRED: 3 SPACES FOR FIRST 20 UNITS + 10		3 SPACES
TOTAL REQUIRED PARKING SPACES		57 SPACES
TOTAL PARKING SPACES ON SITE		60 SPACES

PROJECT LOOK



ROOF MATERIALS



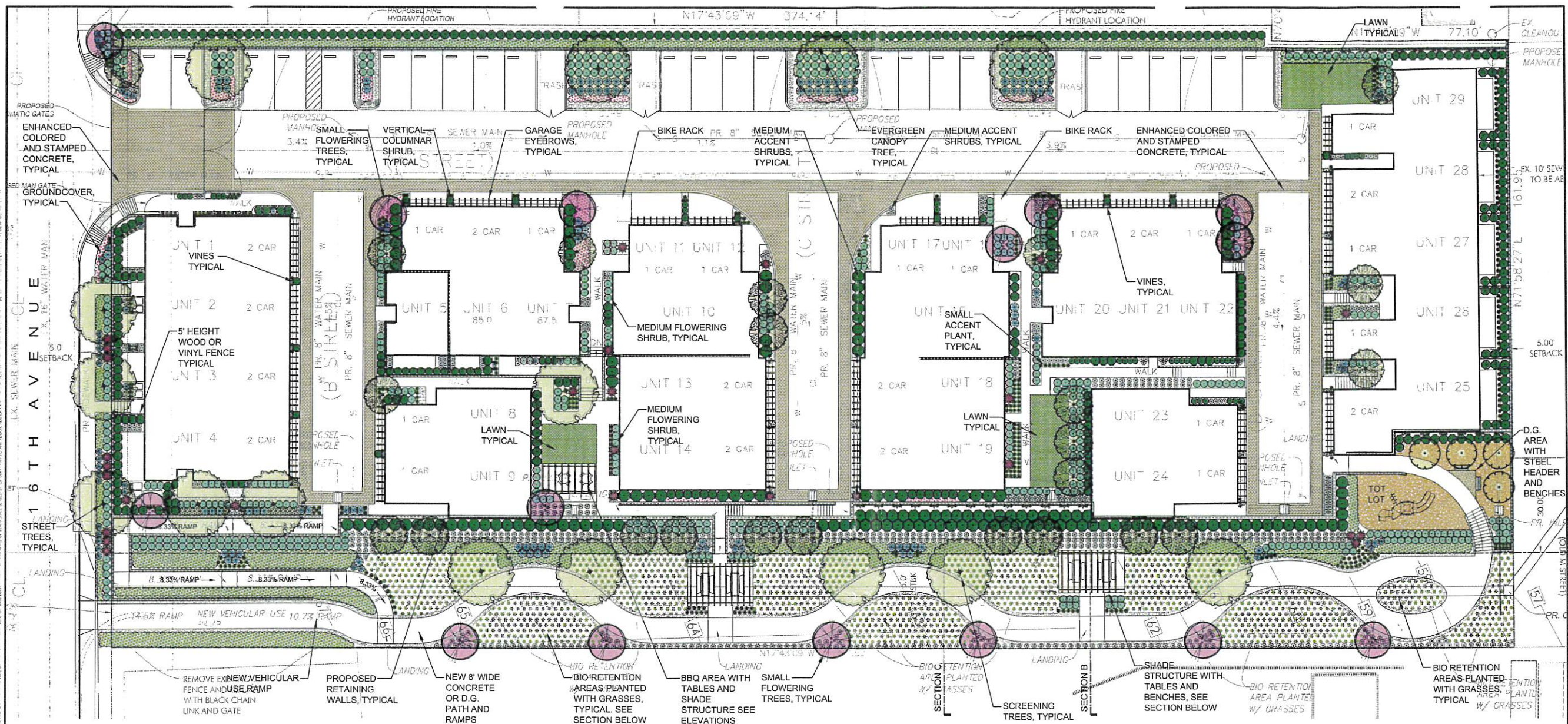
COMMON AREA



CITY VILLAGE  
16TH STREET, NATIONAL CITY

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10732 ESHERALDAS DRIVE  
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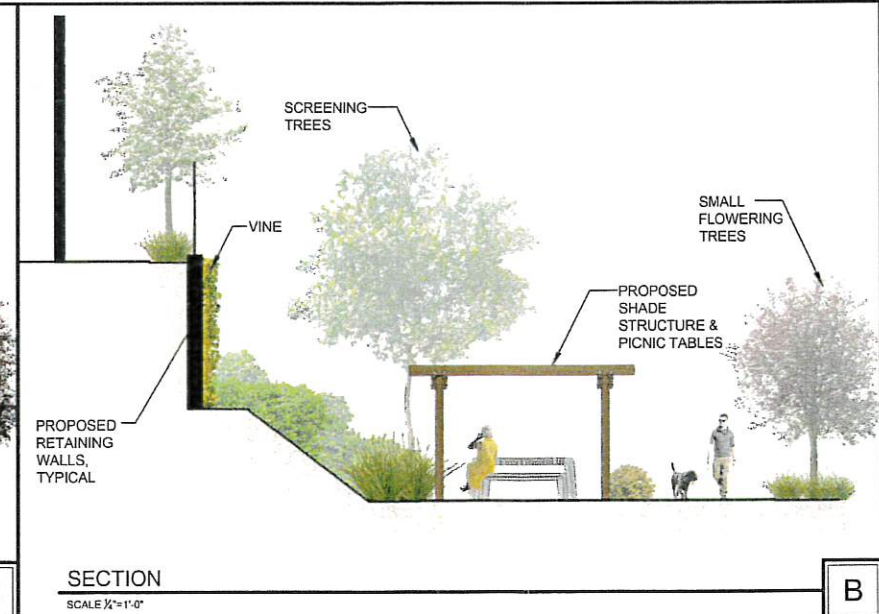
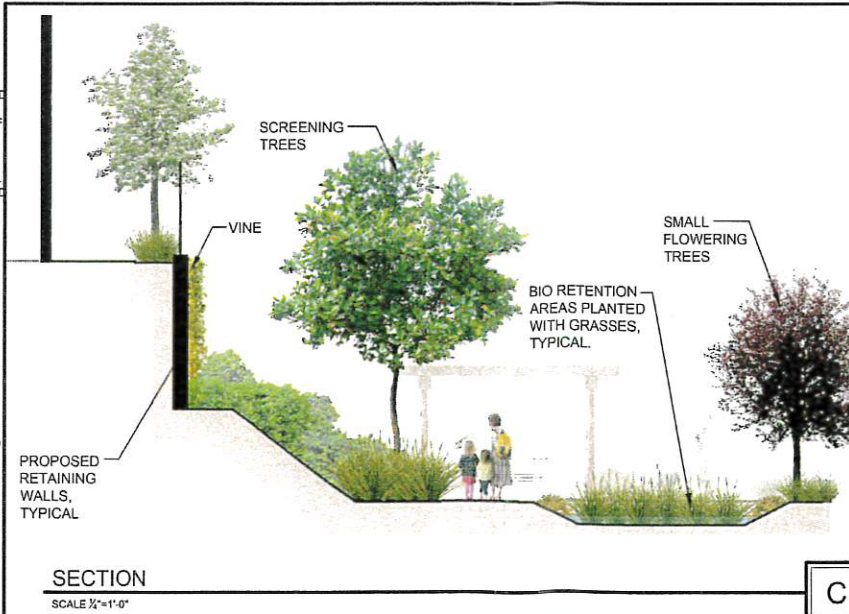


LANDSCAPE CONCEPT PLAN

SCALE 1"=16'-0"

# PLANTING NOTES

1. THE PLANTING PLANS ARE DIAGRAMMATIC. MINOR ADJUSTMENTS IN PLANT LOCATIONS AND TYPE MAY BE MADE AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.
2. ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND REPLACED UPON REQUEST BEFORE OR AFTER THE PLANTING.
3. THE LANDSCAPE CONTRACTOR WILL COORDINATE HIS WORK WITH THE OTHER TRADES AND MAINTAIN DRAINAGE DURING CONSTRUCTION.
4. PLANT QUANTITIES AND AREAS SHOWN ON LEGENDS ARE FOR CONTRACTORS' CONVENIENCE IN ESTIMATING ONLY. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PLANT MATERIALS TO COVER ALL AREAS AS SHOWN ON LEGENDS.
5. SLOPE ALL PLANTING AREAS AWAY FROM BUILDING AT 2% MINIMUM FOR 5 FEET MINIMUM, WHERE APPLICABLE.
6. LANDSCAPE ARCHITECT SHALL APPROVE FINAL PLACEMENT OF ALL TREES, SHRUBS, AND VINES PRIOR TO PLANTING.
7. TREE AND SHRUB PITS 5 GALLONS AND SMALLER SHALL BE TWO TIMES ROOTBALL DIAMETER WIDE AND 1-1/2 TIMES CONTAINER DEPTH.
8. TREE AND SHRUB PITS 15 GALLONS AND LARGER SHALL BE TWO TIMES ROOTBALL DIAMETER WIDE AND 1" LESS THAN CONTAINER DEPTH.
9. TREE STAKING SHALL BE DONE ONLY IF ESSENTIAL AND REQUIRED BY THE LANDSCAPE ARCHITECT. TREES THAT CANNOT STAND WITHOUT THE NURSERY STAKE SHALL BE REJECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TREE'S STABILITY DURING THE LENGTH OF THE GUARANTEE PERIOD. ALL STAKING AND GUYING MATERIALS SHALL BE REMOVED AT THE END OF THE 1-YEAR TREE GUARANTEE PERIOD.
10. DO NOT DAMAGE PLANT ROOTBALL DURING TRANSPORTATION OR PLANTING.
11. CONTRACTOR SHALL USE THE FOLLOWING AMENDMENT SCHEDULE FOR BIDDING PURPOSES ONLY. A SOIL TEST SHALL BE MADE BY LANDSCAPE ARCHITECT, AND RECOMMENDED AMENDMENTS SHALL BE USED FOR ACTUAL INSTALLATION.
  - 100 LBS. OF GYPSUM PER 1000 SQ. FT.
  - 70 LBS. OF TRI-C (6-2-4 W/ 5% SULFUR) PER 1000 SQ. FT.
  - 6 LBS. OF IRON SULFATE PER 1000 SQ. FT.
  - 25 LBS. OF SOIL SULFUR PER 1000 SQ. FT.
  - 5 CUBIC YARDS OF NITROGENIZED ORGANIC AMENDMENT PER 1000 SQ. FT. (SEE NOTE 16)
12. AMENDED SOIL SHALL BE ROTOTILLED TO A DEPTH OF 8".
13. NO IRON SULFATE SHALL COME IN CONTACT WITH ANY MASONRY SURFACE.
14. NITROGENIZED ORGANIC AMENDMENT SHALL BE HUMIC COMPOST FROM AGRI-SERVICE, LOAMEX™, OR APPROVED EQUAL.
15. A. PLANTING BACKFILL MIX FOR ALL CONTAINER PLANTS EXCEPT FERNS, AZALEAS, CAMELLIAS, WISTERIA, JASMINUM, OPHIOPOGON, HIBBERTIAS, TRACHELOSPERMUM, ESCALLONIA, LIRIOPE, BEGONIAS, IMPATIENS, CLIVIAS, ROSES, OR AS NOTED IN PLAN, SHALL CONSIST OF 1/3 NITROGENIZED ORGANIC AMENDMENT AND 2/3 EXISTING SOIL, PLUS 2-1/2 LBS. OF SOIL SULFUR, 2 LBS. IRON SULFATE PER CU. YD., 4 LBS. GYPSUM, AND 3 LBS. OF TRI-C (6-2-4 W/ 5% SULFUR) PER CUBIC YARD.
  - B. PLANTING BACKFILL MIX FOR ALL FERNS, AZALEAS, CAMELLIAS, WISTERIA, JASMINUM, OPHIOPOGON, HIBBERTIAS, TRACHELOSPERMUM, ESCALLONIA, LIRIOPE, BEGONIAS, IMPATIENS, CLIVIAS, AND ROSES, SHALL CONSIST OF 1/3 EXISTING SOIL, 1/3 NITROGENIZED ORGANIC AMENDMENT AND 1/3 THOROUGHLY WETTED PEATMOSS, AND OTHER AMENDMENTS NOTED IN 17A, MIXED TO A UNIFORM PLANTING MEDIUM, AND WATERED IN AFTER PLANTING.
  - C. ALL PLANTED AREAS SHALL BE WATERED IN THOROUGHLY WITH SARVON™, PER MANUFACTURERS SPECIFICATIONS IN ADVANCE OF PLANTING.
  - D. ALL PLANTS SHALL BE WATERED THOROUGHLY WITH SUPERTHRIVE™ WITHIN 1 HOUR OF PLANTING.
16. ALL PLANTS INSTALLED FROM FLATS SHALL RECEIVE ONE AGRIFORM 21-GRAM 20-10-5 FERTILIZER TABLETS AT THE RATES RECOMMENDED BY MANUFACTURER.
17. ALL PLANTS INSTALLED FROM FLATS SHALL RECEIVE ONE AGRIFORM 5-GRAM 20-10-5 TABLET EACH, AND ALL 4" POTS SHALL RECEIVE TWO 5-GRAM TABLETS EACH, MIXED WITH A HANDFUL OF PREPARED BACKFILL PER NOTE 17.
18. ALL TYING MATERIALS AND MARKING TAPES SHALL BE REMOVED AT THE TIME OF PLANTING.
19. STAKES SHALL BE REMOVED FROM VINES AND VINES SHALL BE PROVIDED WITH AN APPROVED MEANS OF SUPPORT.
20. ALL SHRUB PLANTING AREAS SHALL BE COVERED WITH A 3" DEEP LAYER OF SHREDDED FIR BARK, OR APPROVED EQUIVALENT FASTENED WITH STAPLES FLUSH TO THE FABRIC TO PREVENT MOVEMENT.
21. IF THE SOIL TEST PREVIOUSLY MENTIONED SHOWS THAT PERMEABILITY RATES ARE LESS THAN .5" PER HOUR, LANDSCAPE ARCHITECT MAY REQUIRE A TREE DRAIN SYSTEM.
22. A LANDSCAPE MAINTENANCE PERIOD OF .90 DAYS SHALL BE CONSIDERED PART OF THIS CONTRACT. REFER TO THE PROJECT SPECIFICATIONS FOR DETAILS.



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LANDSCAPE ARCHITECTS

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M STREET &  
16TH AVENUE

NATIONAL CITY, CA

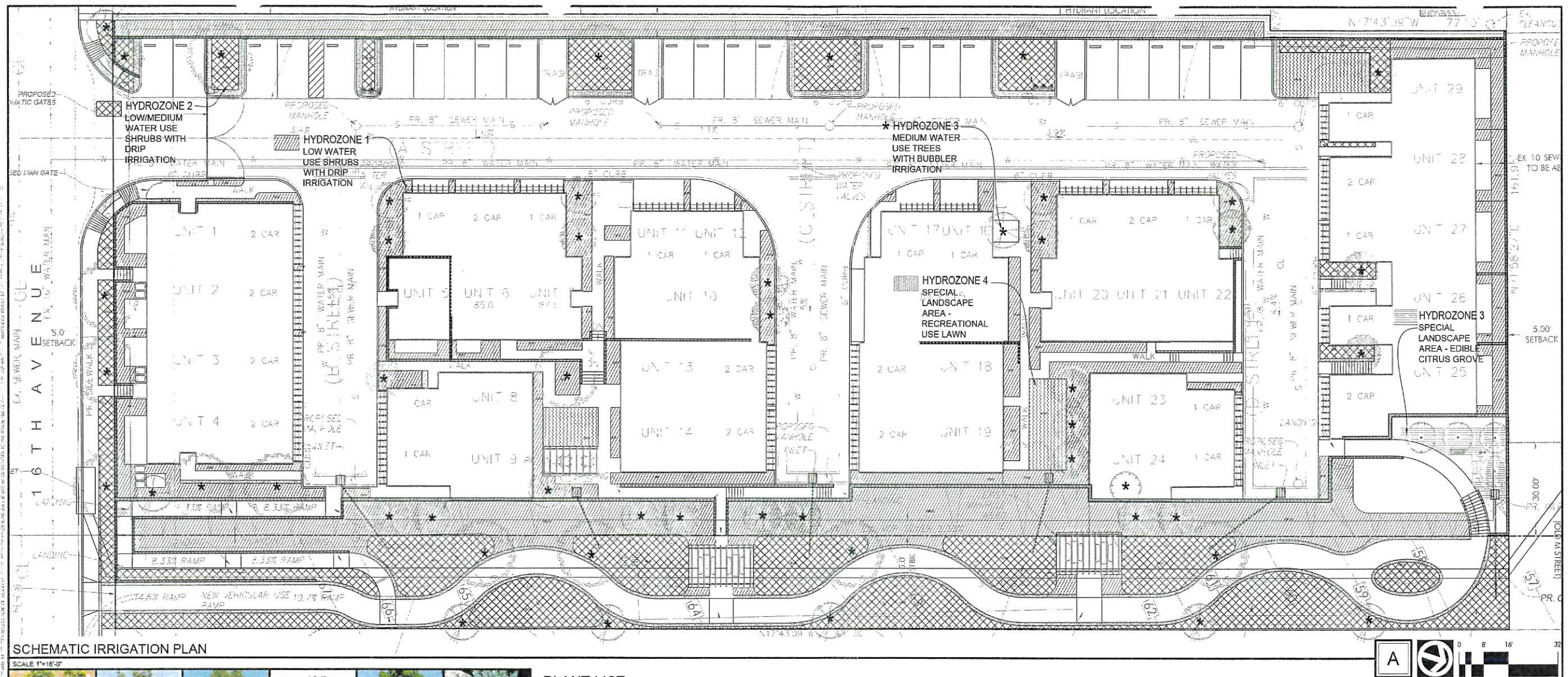
CITY SUBMITTAL 05.07.18

LANDSCAPE  
CONCEPT  
PLAN

SHEET

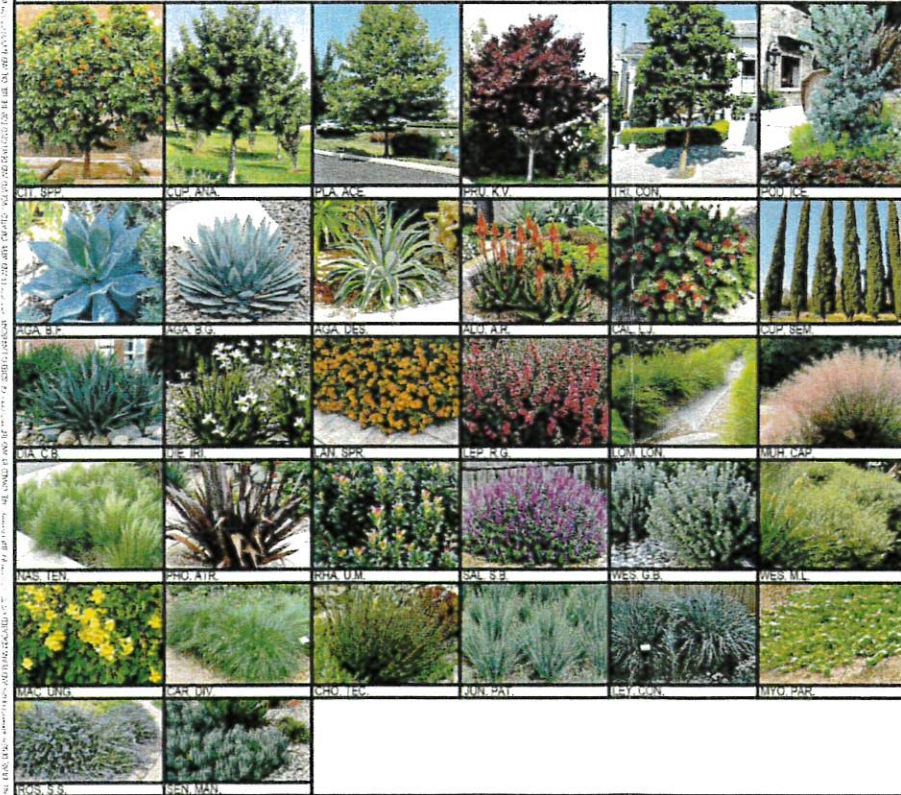
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SCHEMATIC IRRIGATION PLAN

SCALE 1"=16'-0"



PLANT LIST

ABBR	SIZE	SCIENTIFIC NAME	COMMON NAME
TREES			
CIT. SPP.	24" BOX	CITRUS SPECIES	ORANGE TREES
CUP. ANA.	24" BOX	CUPANIOPSIS ANACARDIOIDES	CARROT WOOD
PLA. ACE.	24" BOX	PLATANUS ACERIFOLIA 'COLUMBIA'	LONDON PLANE
PRU. K.V.	24" BOX	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PURPLE LEAF PLUM
TRIL. CON.	24" BOX	TRISTANIA CONFERTA	BRISBANE BOX
SHRUBS			
AGA. B.F.	5 GAL.	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE
AGA. B.G.	5 GAL.	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE
AGA. DES.	5 GAL.	AGAVE DESMETTIANA 'VARIEGATA'	VARIEGATED SMOOTH AGAVE
ALO. A.R.	1 GAL.	ALOE 'ALWAY RED'	ALWAYS RED
CAL. L.J.	5 GAL.	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN BOTTLEBRUSH
CUP. SEM.	5 GAL.	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS
DIA. C.B.	1 GAL.	DIANELLA 'CASSA BLUE'	CASSA BLUE FLAX LILY
DIE. IRI.	1 GAL.	DIETES IRIODOIDES	AFRICAN IRIS
LAN. SPR.	5 GAL.	LANTANA SPREADING SUNSET	SPREADING SUNSET LANTANA
LEP. R.G.	5 GAL.	LEPTOSPERMUM RUBY GLOW	RUBY GLOW NEW ZEALAND TEA TREE
LOM. LON.	1 GAL.	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH
MUH. CAP.	5 GAL.	MUHLENBERGIA CAPILLARIS	HAIRAWN MUHLY
NAS. TEN.	1 GAL.	NASSELLA TENNISIMA	MEXICAN FEATHER GRASS
PHO. ATR.	5 GAL.	PHORMIUM TENAX 'ATROPURPUREUM'	GIANT BRONZE NEW ZEALAND FLAX
PDD. ICE.	5 GAL.	PODOCARPUS ELONGATUS 'MONMAL'	ICEE BLUE YELLOW-WOOD
RHA. U.M.	5 GAL.	RHAPHIOLEPIS UMBELLATA 'MINOR'	DWARF YEDDO HAWTHORN
SAL. S.B.	5 GAL.	SALVIA SANTA BARBARA	SANTA BARBARA SAGE
WES. G.B.	5 GAL.	WESTRINGIA FRUTICOSA 'GREY BOX'	DWARF COAST ROSEMARY
WES. M.L.	5 GAL.	WESTRINGIA FRUTICOSA 'MORNING LIGHT'	MORNING LIGHT COAST ROSEMARY

VINES			
MAC. UNG.	5 GAL.	MACFADYENA UNGUIS-CATI	CAT'S CLAW
BIO RETENTION PLANTS			
CAR. DIV.	1 GAL.	CAREX DIVULSA	EUROPEAN GREY SEDGE
CHO. TEC.	5 GAL.	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH
JUN. PAT.	1 GAL.	JUNCUS PATENS	CALIFORNIA GRAY RUSH
LEY. CON.	1 GAL.	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE
GROUNDCOVERS			
MYO. PAR.	5 GAL.	MYOPORUM PARVIFOLIUM 'PUTAH CREEK'	CREeping MYOPORUM
ROS. S.S.	5 GAL.	ROSMARINUS OFFICINALIS 'SAPPHIRE SPREADER'	SAPPHIRE SPREADER ROSEMARY
SEN. MAN.	FLATS	SENECIO MANDRALISCAE	BLUE CHALK STICKS

MAXIMUM ALLOWABLE WATER ALLOWANCE (MAWA):	
$(ET_o) \times (0.62) \times [(ETAF \times LA) + ((1-ETAF) \times SLA)]$	
$(47) \times (0.62) \times [(0.55 \times 16,511.60) + (0.45) \times SLA]$	
$= 185,276.90$	
ESTIMATED TOTAL WATER USE (ETWU):	
$(ET_o) \times (0.62) \times ((PF \times HA) / IE) + SLA$	
HYDROZONE 1	
LOW WATER USE SHRUBS WITH DRIP IRRIGATION	
$(49.2) \times (0.62) \times ((0.3 \times 6,564.37) / .81) + 0$	
$= 40,196.65$	
HYDROZONE 2	
LOW/MEDIUM WATER USE SHRUBS WITH DRIP IRRIGATION	
$(49.2) \times (0.62) \times ((0.5 \times 8,181.84) / .81) + 0$	
$= 100,202.33$	
HYDROZONE 3	
MEDIUM WATER USE TREES WITH BUBBLER IRRIGATION	
$(49.2) \times (0.62) \times ((0.5 \times 800) / .75) + 0$	
$= 9,797.53$	
HYDROZONE 4	
SPECIAL LANDSCAPE AREA - RECREATIONAL USE LAWN	
$(49.2) \times (0.62) + 965.38$	
$= 23,941.52$	
HYDROZONE 5	
SPECIAL LANDSCAPE AREA - EDIBLE CITRUS GROVE	
$(49.2) \times (0.62) + 866.34$	
$= 21,485.23$	
$ETWU = 174,138.03 < MAWA = 185,276.90$	

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M STREET &  
16TH AVENUE

NATIONAL CITY, CA

CITY SUBMITAL 05.07.18

SCHEMATIC  
IRRIGATION  
PLAN

SHEET

L2.0



EXHIBIT: B  
CASE FILE NO.: 2017-04 GPA, ZC, S, IS  
DATE: 6/18/2018

# TENTATIVE MAP NO.

29 UNIT CONDOMINIUM DEVELOPMENT FOR 16 AVENUE AND FORMER 'M' STREET  
NATIONAL CITY, CA

## PROJECT DIRECTORY:

### PROJECT OWNER:

NOEL MEZA  
RENOVA PROPERTIES, LLC.  
PO BOX 1265  
RANCHO SANTA FE, CA 92067  
TEL: 858-756-8762  
EMAIL: nmeza@renova.com

### PROJECT CONTACT:

RALPH GONZALES @ SMS CONSULTING  
5931 SEA LION PLACE #109  
CARLSBAD, CA 92010  
TEL: 760.522.1026, TEL: 760.331.8738

### PROJECT TEAM:

#### ARCHITECT:

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CCR DESIGNS  
10732 ESERALDAS DRIVE  
SAN DIEGO, CA 92124  
TEL: 619-850-9116  
EMAIL: ccrdesigns@sanrr.com

#### CIVIL / SOILS ENGINEER:

MEHDI SHARIAT  
SMS CONSULTING/SMS GEOTECHNICAL SOLUTIONS, INC.  
5931 SEA LION PLACE #109  
CARLSBAD, CA 92010  
OFFICE: 760-602-7815 / CELL: 760-331-8738  
EMAIL: smsgeosol@sanrr.com

#### LANDSCAPE ARCHITECT:

ANGELINA SOTELO  
SOLETO LANDSCAPE ARCHITECTS  
2643 FOURTH AVENUE  
SAN DIEGO, CA 92103  
TEL: 619.719.1977  
EMAIL: angelina@soleto.com

#### HYDROLOGIST:

JOSE GOMEZ  
JOSE RUIZ GOMEZ P.E.  
744 RIDGEON STREET  
SAN DIEGO, CA 92114  
TEL: 619.210.3371  
EMAIL: jrgomez1958@yahoo.com

#### BIOLOGIST:

VINCENT SCHIEDT  
BIOLOGICAL CONSULTANT  
3158 OCCIDENTAL STREET  
SAN DIEGO, CA 92122  
TEL: 858.336.7106  
EMAIL: vince@sanrr.com

#### LAND SURVEYOR:

RAY SPEAR  
SPEAR & ASSOCIATES  
475 PRODUCTION STREET  
SAN MARCOS, CA 92078  
TEL: 760-736-2040  
EMAIL: rspear@spearinc.net

### PROJECT ADDRESS:

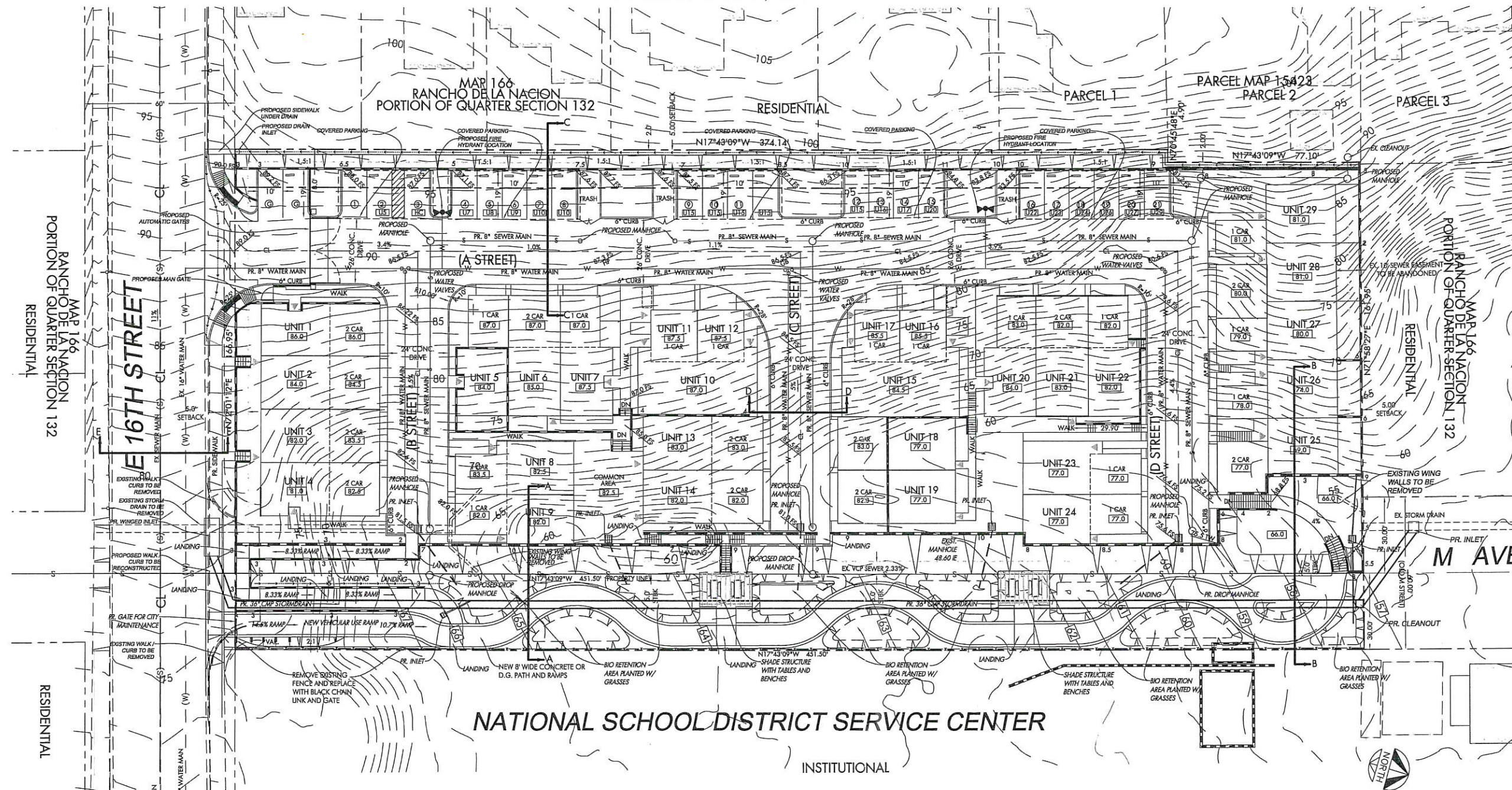
16TH AVENUE AND M STREET  
NATIONAL CITY, CA

### A. P. N.:

557-352-17 THRU 25

### LEGAL DESCRIPTION:

LOTS 1 THRU 9 INCLUSIVE, CAROLINA HILLSIDE HOMES MAP NO. 15223 IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED DEC. 13, 2005.



## DEVELOPMENT SUMMARY:

### SUMMARY OF REQUEST:

#### EXISTING USE:

EXIST. APPROVED 9 LOT SUBDIVISION (74,487 S.F.)

#### PROPOSED USE:

29 SINGLE FAMILY CONDOMINIUMS

#### TYPE OF DEVELOPMENT:

**LEGAL:**  
SUBDIVISION MAP 15223 LOTS 1 THRU 9 RECORDED FEBRUARY 23, 2005

#### ZONING:

EXISTING: RS-2  
PROPOSED: RM-1

#### GENERAL PLAN DESIGNATION:

RESIDENTIAL

#### TYPE OF CONSTRUCTION:

TYPE III / V

#### OCCUPANCY:

R-2

### SITE DATA:

#### LOT SIZE:

GROSS AREA: 774,487 S.F. / 1.71 AC  
NET LOT SIZE:

#### BUILDING SIZE:

BUILDING TOTAL FLOOR AREA: 41,218 (HABITAT)  
BUILDING FOOTPRINT: 25,660 S.F. / .59 ACRES

#### LOT COVERAGE:

ALLOWED: X% PROPOSED: X%

#### PAVED AREA:

DRIVEWAY:  
SURFACE PARKING:  
COVERED PARKING:  
TOTAL PAVED AREA:

#### LANDSCAPING:

REQUIRED:  
PROPOSED:

#### DENSITY:

LOT SIZE: 1.7 ACRES / 74,487 SF  
MAX 29 UNITS/PROPOSED

#### SETBACKS:

STREET: 15 FT. PROVIDE 10 FT.  
SIDE: 10 FT.  
REAR: 10 FT.

### BUILDING DATA:

UNIT NO.	TYPE	SIZE (SF)	PARKING	STYLE	PRIVATE SPACE (SF)
2	A	1430	2 ATTACHED	TOWNHOUSE	100 SF BALCONY 20 SF PATIO
4	A1	1430	1 ATTACHED 1 CARPORT	TOWNHOUSE	100 SF BALCONY
4	B	1446	2 ATTACHED	TOWNHOUSE	100 SF BALCONY 100 SF PATIO
4	B1	1446	1 ATTACHED	TOWNHOUSE	100 SF BALCONY
2	C	1200	2 CARPORT	FLAT	120 SF BALCONY
4	D	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	200 SF BALCONY
2	E	1446	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY
1	F	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G	1450	2 ATTACHED	TOWNHOUSE	120 SF BALCONY 220 SF PATIO
2	G1	1450	1 ATTACHED 1 CARPORT	TOWNHOUSE	120 SF BALCONY 220 SF PATIO

### BUILDING AREA CALCULATIONS:

PRIVATE SPACE REQUIRED	29 UNITS X 60 SF	1740 SF
PRIVATE SPACE SHOWN		4500 SF
COMMON SPACE REQUIRED	29 UNITS X 300 SF =	8700 SF
COMMON SPACE PROVIDED ON SITE (3 AREAS X 1200 SF) =		3600 SF
DIFFERENCE		5100 SF
EXCESS PRIVATE SPACE	4500 SF - 1740 SF =	2760 SF
EXCESS PRIVATE SUBSTITUTED FOR COMMON SP / 2760 SF X 2 =		5524 SF LARGER THAN 5100 SF

### VICINITY MAP:



INTERSTATE 805

CITY VILLAGE CONDOS  
16th Ave & Old 'M' Street, National City, CA

Drawing Number: 1 of 4  
Drawing Title: TENTATIVE MAP -29 UNIT CONDOMINIUM  
Scale: 1" = 20'  
Current Submittal Date: MAY 10, 2018  
Previous Revisions:





**CITY OF NATIONAL CITY  
Office of the City Clerk**

1243 National City Blvd., National City, California 91950  
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, January 22, 2019**, in the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

**CONSIDERATION OF CERTIFICATION OF A MITIGATED NEGATIVE DECLARATION FOR A GENERAL PLAN AMENDMENT, ZONE CHANGE AND TENTATIVE SUBDIVISION MAP FOR THE REZONING OF PROPERTY AT EAST 16<sup>TH</sup> STREET AND "M" AVENUE FROM SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) IN ORDER TO CONSTRUCT A 29-UNIT RESIDENTIAL DEVELOPMENT.**

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a public hearing at their meeting of December 3, 2018 and voted to recommend approval of the General Plan Amendment, Zone Change, and Tentative Subdivision Map by a vote of six to one.

January 9, 2019

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Michael R. Dalla, CMC  
City Clerk

ATTACHMENT 7



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A GENERAL PLAN AMENDMENT AND TENTATIVE  
SUBDIVISION MAP FOR THE REZONING OF PROPERTY  
LOCATED AT EAST 16<sup>TH</sup> STREET AND “M” AVENUE FROM  
SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY  
MULTI-UNIT RESIDENTIAL (RM-1) IN ORDER TO  
CONSTRUCT A 29-UNIT RESIDENTIAL DEVELOPMENT

WHEREAS, the City Council of the City of National City considered said certification at a duly advertised public hearing held on February 5, 2019, at which time the City Council considered evidence; and

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2017-04 GPA S, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearing held on February 5, 2019, support the following findings:

FINDING FOR APPROVAL  
OF THE GENERAL PLAN AMENDMENT

1. The proposed development is consistent with General Plan Land Use Policies LU-2.3, LU 4.3, and LU-7.1 because the area is vacant and prime for development. Having a comprehensive residential project in this area will contribute to the City’s housing needs. The area is not homogenous in nature with regard to residential housing types – there are single-family residences on larger lots located to the west, with a mix of medium to higher-density properties to the south across East 16<sup>th</sup> Street. These lots are developed with everything from duplexes, to triplexes, to apartments.

FINDINGS FOR APPROVAL  
OF THE TENTATIVE SUBDIVISION MAP

1. The proposed map is consistent with the National City General Plan and applicable specific plans, because the project is in compliance with all required density and zoning requirements, provides additional home ownership opportunities consistent with the General Plan and Housing Element, and meets all requirements of the Subdivision Ordinance (NCMC Title 17), including minimum lot size and dimension. There are no specific plans in the area.
2. The site is physically suitable for the proposed type of development, because the 1.7-acre property can accommodate the requested number of units within the limits for density and lot coverage established by the General Plan and Land Use Code.



3. The site is physically suitable for the proposed density of development, because the proposed multi-family residential development, at a density of 17 units per acre, is less than the 23 units per acre allowed in the Medium-Density Multi-Unit Residential (RM-1) zone, and the proposed infill development increases the available housing units in the City.
4. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife, or their habitat, because the property is surrounded by urban development and there are no bodies of water present on-site. While there is plant habitat on site in the form of native and non-native grassland, San Diego Ambrosia, and onsite drainage, the Mitigated Negative Declaration for this project provides for mitigation that will reduce potential impacts to a level of less than significance.
5. The design of the subdivision and the proposed/required improvements are not likely to cause serious public health problems, because the property is currently vacant and surrounded by existing urban development. In addition, the land use and zoning designations as proposed allow for the density requested, which has been analyzed as part of the Mitigated Negative Declaration associated with this project.
6. The design of the subdivision and the proposed/required improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, because no such easements exist or would be affected by the proposed development.
7. The discharge of sewerage waste from the subdivision into the City of National City sewer system will not result in violation of existing requirements prescribed by the California Regional Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code, as specified by Government Code Section 66474.6, because the project is required to install sewerage systems that meet current requirements for sewage disposal by the Conditions of Approval of this permit.
8. The subdivision has been considered by the Planning Commission with regard to its effect on the housing needs of the region, and these needs are balanced by the public service needs of the residents and available fiscal and environmental resources, the project will provide twenty-nine new homeownership opportunities, which is consistent with and encouraged by the City's Housing Element.
9. The design of the subdivision provides, to the extent feasible, for future passive and natural heating and cooling opportunities in the subdivision, based on consideration of local climate, topography, property configuration and other design and improvement requirements without requiring reduction in allowable density or lot coverage, because the landscape plan submitted as part of the proposal provides in excess of the required common open space area for such developments. All new construction proposed will be in compliance with the California Building Code, which takes such factors in to consideration.



BE IT FURTHER RESOLVED that the application for Tentative Subdivision Map is approved subject to the following conditions:

General

1. This Tentative Subdivision Map authorizes a 29-unit residential condominium project located northwest of the intersection of East 16<sup>th</sup> Street and the former “M” Avenue right-of-way. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibits “A” and “B”, Case File No. 2017-04 GPA, ZC, S, IS, dated 6/18/2018).
2. The General Plan Amendment, Zone Change, and Tentative Subdivision Map shall not become effective until the Mitigated Negative Declaration associated with the project has been certified and the Notice of Determination filed.
3. This Tentative Subdivision Map shall not become effective until the General Plan Amendment and Zone Change have been approved.
4. Before the General Plan Amendment, Zone Change, and Tentative Subdivision Map shall become effective, the applicant, and/or the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the General Plan Amendment, Zone Change, and Tentative Subdivision Map.** The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *General Plan Amendment, Zone Change, and Tentative Subdivision Map* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
5. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.** The current fee to record the Notice of Determination for a Mitigated Negative Declaration is \$2,280.25, but may be subject to change.
6. Approval of the Tentative Subdivision Map expires two (2) years after adoption of the resolution of approval at 6:00 p.m. unless prior to that date a request for a time extension not exceeding three (3) years has been filed as provided by National City Municipal Code §17.04.070.

Building

7. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.



Engineering

8. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
9. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the “Priority Project Permanent Storm Water BMP Requirements” and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
10. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
11. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
12. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
13. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
14. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City’s standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm



drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

15. All existing and proposed curb inlet on property shall be provided with a “No Dumping” signage in accordance with the NPDES program.
16. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp “S” shall be provided on the curb to mark the location of the lateral.
17. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
18. A soils engineering report shall be submitted for the Engineering Department’s review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
19. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
20. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
21. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
22. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.



23. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
24. A title report shall be submitted to the Engineering Department, after the City Council approval, for review of all existing easements and the ownership at the property.
25. All new dwellings are subject to a Transportation Development Impact Fee. This includes new homes, condos, and apartments. The current fee is \$2,484 and typically increases by approximately 2% per fiscal year (July 1 to June 30).
26. All electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
27. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
28. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
29. The final parcel map shall meet all of the requirements of the Subdivision Map Act, and the City of National City Municipal Codes including certification, acknowledgement, complete boundary information, and monumentation.
30. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
31. The developer shall bond for the monumentation, the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the approval of the final map.
32. SUSMP documentation, as necessary, must be submitted and approved.
33. The final map shall be recorded prior to issuance of any building permit.
34. All new property line survey monuments shall be set on private property, unless otherwise approved.
35. The parcel map/final map shall use the California Coordinate System for its "Basis of Bearings" and express all measured and calculated bearings in terms of the system. The angle of grid divergence from a true meridian and the north point shall appear on



the map. Two measured ties from the boundary of the property to existing horizontal control stations shall be shown.

Fire

36. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA), and the current edition of the California Code of Regulations at the time of plan submittal.
37. Fire apparatus access roads shall comply with the requirements of this section (CFC 2016 Edition - Section 503.1.1) and shall extend to within 150 feet of **all** portions of the facility and **all** portions of the exterior walls of the first story of the building as measured by an **approved** route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This comment shall apply to new residential structures.
38. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
39. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
40. Fire hydrants that may be located throughout the project as not to have a separation distance greater than 400 feet. Fire hydrants to be located within 400 feet of all locations which are roadway accessible (Measurement starts from nearest public fire hydrant to project).
41. The following items pertain to fire hydrants:
  - a. Size and location, including size and number of outlets, and whether outlets are to be equipped with independent gate valves.
  - b. Fire hydrant to be of three outlet design.
42. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4 inch).
43. Fire hydrants to be marked by use of blue reflective marker in the roadway.



44. Upon submittal for an underground permit, the following shall be included:

- Data sheet for Back-Flows
- Data sheets for Private and Commercial Hydrants
- Data sheets for Post Indicator Valves

Information on required fire hydrants back-flow devices, etc., can be acquired from Sweetwater Authority. All pipes and their appliances, shall meet industry/code standards for underground use.

45. Fire Sprinklers will be required for this project.

46. If entrance/exit gates are used, gates shall be equipped with Knox Box and Emergency Strobes so as to provide emergency vehicle access and egress. A Knox Key Switch shall be required in conjunction with strobe for emergency access, and shall be placed at front of property. Please contact the National City Fire Department for exact field location.

47. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

#### Planning

48. Plans submitted for construction shall comply with Land Use Code requirements and design guidelines related to bulk, façade and roof articulation, scale that is sensitive to surrounding uses, balconies and porches, adequate disposal facilities, minimum amount of laundry facilities, and adequate storage space.

49. Plans submitted for construction shall include a landscape and irrigation plan in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190, related to water efficient landscape requirements. The landscaping required by this approval shall be maintained for the life of the project.

50. If any cultural resources are found during grading or construction, work is to stop, and the lead agency and a qualified archaeologist be consulted to determine the importance of the find and its appropriate management. In the event of the accidental discovery or recognition of any human remains during construction, the applicant is required take all appropriate steps as required by relevant federal, state, and local laws.

51. All trash enclosures shall be in compliance with Municipal Code Title 7, Section 7.10.080 (Enclosures required), including the use of flame retardant materials.

52. All site and project lighting shall in compliance with Municipal Code Title 18.46 (Outdoor lighting).



53. The developer shall provide a declaration of covenants, conditions and restrictions, running with the land, clearly setting forth the privileges and responsibilities, including maintenance, payment of taxes, etc. involved in the common ownership of parking areas, walks, buildings, utilities and open spaces prior to approval of the final map. Said CC&R's shall be subject to approval as to content and form by the City Attorney. The CC&R's shall allow the City the authority but not the obligation to assume maintenance of the property and assess the full cost including overhead costs therefore as a lien against the property if said property is not adequately maintained per the agreement. The CC&R's shall include a determination that the funds provided by the maintenance provisions will be sufficient to cover all contemplated costs.
54. A corporation, association, property owners' group, or similar entity shall be formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants, and restrictions approved by the City Attorney as to form and content, which shall include compulsory membership of all owners and flexibility of assessments to meet changing costs of maintenance, repairs and services.
55. Impacts to native and non-native grasslands shall be mitigated off site. Impacts to native grasslands (e.g., grasslands having at least 10% native cover) shall be mitigated at a minimum of 2: 1 and non-native grasslands be mitigated at a 1: 1 ratio.
56. There is a patch of several hundred specimens of San Diego Ambrosia (*Ambrosia pumila*) located at the northern end of the property. This is a high-profile sensitive species. Project conditions require mitigation in the form of salvage and transplantation. Approval of a translocation plan is required prior to initiating ground disturbing activities. The translocation plan should specify: 1) the methods used for translocation (e.g., timing of translocation, seed collection, soil retention, etc.); 2) the location and suitability of the receptor site; 3) a long-term management plan for the receptor site; and 4) a long-term funding mechanism. The translocation receptor site should have long-term conservation value, be contiguous with other large, conserved tracts of land, and be managed and protected in perpetuity. The translocation plan should be submitted for review and approval by the Department of Fish & Wildlife prior to the onset of project impacts.
57. The onsite drainage is considered as Freshwater Emergent Wetland, which qualifies as jurisdictional wetlands/waters. State and federal permitting to allow this drainage to be impacted will be required by the US Army Corps of Engineers, San Diego Regional Water Quality Control Board, and California Department of Fish and Wildlife. All required permits or related authorizations for the project related to impacting wetlands/waters are a condition of project approval and will need to be secured prior to any development activities taking place.
58. The landscape design and planting palette shall use native plants to the greatest extent feasible in landscaped areas. The Project applicant shall not plant, seed, or



otherwise introduce invasive exotic plant species to landscaped areas adjacent and/or near native habitat areas. Exotic plant species not to be used include those species listed on the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory. This list includes (but is not limited to) the following: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom.

59. In order to prevent potential impacts regarding the spread of invasive species during vegetation clearing activities, prior to any such work being undertaken all new equipment introduced to the project area shall be cleaned, and all equipment shall be maintained daily. Additional techniques for minimizing the spread of invasive plant species during construction activities can be found at <https://www.cal-ipc.org/solutions/prevention/>.
60. The landscape plan submitted with construction documents shall include preservation and/or replanting of the existing specimens of San Diego Ambrosia, to the extent possible based on comments from the Department of Fish and Wildlife.

Sweetwater Authority

61. Water service must be provided from an Authority owned water main located within the public right-of-way or an Authority owned easement. Following vacation of the undeveloped portion of "M" Avenue, all water to serve the site shall be required to be obtained from an existing 16-inch PVC water main located within the right-of-way on East 16th Street.
62. The Final Map shall be submitted to the Authority for its review and comments prior to recordation.

BE IT FURTHER RESOLVED that the City Council hereby approves a General Plan Amendment and Tentative Subdivision Map for the rezoning of property located at East 16<sup>th</sup> Street and "M" Avenue from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) in order to construct a 29-unit residential development.

BE IT FURTHER RESOLVED that this Resolution amending the General Plan and Tentative Subdivision Map for the rezoning of property located at East 16<sup>th</sup> and "M" Avenue shall take effect thirty (30) days after its passage.

*[Signature Page to Follow]*



PASSED and ADOPTED this 5th day of February, 2019.

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Alejandra Sotelo-Solis, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential \(RS-2\) to Medium-Density Multi-Unit Residential \(RM-1\) for a 29-unit residential development property located at East 16th Street and “M” Avenue. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 ZC\) \(Planning\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, approving a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1) for a 29-unit residential development property located at East 16<sup>th</sup> Street and "M" Avenue. (Applicant: Ralph Gonzales) (Case File No. 2017-04 ZC)

**PREPARED BY:** Martin Reeder, AICP

*MR*

**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:**

*[Signature]*

**EXPLANATION:**

The applicant is proposing to merge nine undeveloped single family lots into one and develop the site with a 29-unit residential condominium project. This type of change requires a Zone Change from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1). The zone change was initiated by the Planning Commission last year.

The City Council held a public hearing on the project on January 22, 2019 and introduced the Ordinance. The attached Ordinance will need to be adopted in order to take action on the Zone Change.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Mitigated Negative Declaration (MND)

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

**STAFF RECOMMENDATION:**

Adopt the Ordinance approving the Zone Change

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Zone Change.

Vote: Ayes – Baca, DelaPaz, Garcia, Sendt, Quintero, Yamane      Noes: Flores

**ATTACHMENTS:**

Ordinance



ORDINANCE NO. 2019 – 2456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A ZONE CHANGE FROM SMALL LOT RESIDENTIAL (RS-2)  
TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) FOR A 29-UNIT  
RESIDENTIAL DEVELOPMENT AT PROPERTY LOCATED  
AT EAST 16<sup>TH</sup> STREET AND “M” AVENUE.

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the rezoning of the parcels of real property (APNs 557-351-17 through 25), hereinafter described, and for the amendment of the Zoning Map of the City of National City; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission of National City and also by the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission of National City has regularly and duly certified to the City Council its report and has recommended such rezoning; and

WHEREAS, the City Council found that on the basis of the Initial Study and any comments received that there is no substantial evidence that the project will have a significant effect on the environment and adopted a proposed Mitigated Negative Declaration which addresses the rezoning; and

WHEREAS, the City Council finds the rezoning consistent with and necessary to implement the General Plan.

NOW, THEREFORE, the City Council of the City of National City, California does ordain as follows:

**Section 1.** This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary of the ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

**Section 2.** All protests, if any, against said rezoning and said amendment to the General Plan, and each of them be and hereby are denied and overruled.

**Section 3.** That all the real property described below is hereby rezoned from Small Lot Residential (RS-2) to Medium-Density Multi-Unit Residential (RM-1):



LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, CAROLINO HILLSIDE HOMES, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NUMBER 15223, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 23, 2005, AND THE WESTERLY 30 FEET OF THE "M" AVENUE RIGHT-OF-WAY ADJACENT TO LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, CAROLINO HILLSIDE HOMES, AS VACATED BY CITY OF NATIONAL CITY CITY COUNCIL RESOLUTION 2017-150; and

**Section 4.** That a Notice of Determination shall be filed indicating that the rezoning will not have a significant effect on the environment.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the transfer of \\$54,223 from the Development Impact Fee fund to the General Fund and the establishment of a corresponding General Fund appropriation for the purchase of the existing Squad mobile home trailer for the National City Fire Department. \(Fire\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the transfer of \$54,223 from the Development Impact Fee fund to the General Fund and the establishment of a corresponding General Fund appropriation for the purchase of the existing Squad mobile home trailer for the National City Fire Department. (Fire)

**PREPARED BY:** Frank Parra, Director of Emer. Services

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

On January 22, 2019, the City Council approved the Squad Program as a permanent emergency service delivery model for the National City Fire Department. Since October 9, 2018, the Squad has been operating out of a leased mobile home trailer located next to El Toyon Park. The lease payment has been \$2,533.06 per month including taxes. By purchasing the mobile home trailer with Development Impact Fee (DIF) funds the City saves \$30,396.72 annually, in general fund lease payments. The City is also looking at Pre-Design plans regarding potential future development opportunities that could bring a new community center, public works facilities, and a new and improved Fire Station 33.

The National City Fire Department recommends the use of DIF funds in the amount of \$49,860.00 plus sales tax totaling \$54,223.00 to purchase the mobile home trailer.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

001-00000-3999 (Transfers from Other Funds) - \$54,223

325-409-000-099-0000 (Transfers to Other Funds) - \$54,223

001-412-000-569-0000 (Buildings) - \$54,223

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Approve the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Price Sheet Proposal
2. Resolution



## PRICE SHEET PROPOSAL

### 28'x68' USED MODULAR BUILDING

Purchase Building Only:		<b>\$49,860.00</b>
Building Per Attached Specification:	Per Month Minimum 12 Months	<b>\$2117.50 <u>Mo</u></b>
Building Per Attached Specification:	Per Month Minimum 36 Months	<b>\$1,530.18 <u>Mo</u></b>
Building Per Attached Specification:	Per Month Minimum 60 Months	<b>\$1329.31 <u>Mo</u></b>

Tax not Included:

#### UP-FRONT FEES

Delivery:	Included
Set-Up;	Included
Tie downs;	Included
Skirting	Included
Make Final Connection To Electric:	Included
Make Final Connection To Plumbing;	Included
General Conditions:	Included
	<b>\$35,936.00</b>

#### OPTIONS

Provide ADA/OSHA Steps(2)	\$6,060.00
Standard Modular Steps(2)	\$1,600.00
Handicap Ramp (1)	\$8,500.00

#### DISMANTLE & RETURN

Dismantle & Return:	<b>\$6,966.00</b>
---------------------	-------------------

- Building To Be Repainted @ Ext, And new Carpet @ Bedrooms And Dayroom Only all other Flooring To Be Cleaned, Please Schedule A Site Visit W/ AMCI Prior to Approval.

\*All other restored site work excluded upon dismantle and return of buildings. Buildings must be accessible without use of any equipment with exception to forklift/truck upon removal.

To Hold Buildings 1st months' rent will be due. And \$300.00 Per Month for storage From June 1 – Dec 31



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE TRANSFER OF \$54,223 FROM THE DEVELOPMENT  
IMPACT FEE FUND TO THE GENERAL FUND, AND THE ESTABLISHMENT  
OF A CORRESPONDING GENERAL FUND APPROPRIATION FOR  
THE PURCHASE OF THE EXISTING SQUAD MOBILE HOME  
TRAILER FOR THE NATIONAL CITY FIRE DEPARTMENT

WHEREAS, on January 22, 2019, the City Council approved the Squad Program as a permanent emergency service delivery model for the National City Fire Department; and

WHEREAS, since October 9, 2018, the Squad has been operating out of a leased mobile home trailer located next to El Toyon Park, for the amount of \$2,533.06 per month, including taxes; and

WHEREAS, by purchasing the mobile home trailer for the amount of \$49,860.00 plus sales tax, totaling \$54,223.00, the City saves \$30,396.72 in general fund lease payments annually; and

WHEREAS, the National City Fire Department requests the transfer of DIF funds in the amount of \$54,223 to the General Fund, and a corresponding General Fund Appropriation to purchase the mobile home trailer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the transfer in the amount of \$54,223 from the Development Impact Fee fund to the General Fund, and the establishment of a corresponding General Fund appropriation for the purchase of the existing Squad mobile home trailer for the National City Fire Department.

PASSED and ADOPTED this 5th day of February, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Report regarding Capital Improvement Projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act \(“Act”\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Report regarding Capital Improvement Projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act ("Act").

**PREPARED BY:** Jose Lopez, P.E., Associate Engineer

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4312

**APPROVED BY:** 

**EXPLANATION:**

On October 4, 2016, per Resolution No. 2016-160, the City Council adopted Chapter 2.62 of the National City Municipal Code titled "Alternative Bid Procedures for Public Projects" which establishes alternative competitive bidding procedures for public projects, consistent with the Uniform Public Construction Cost Accounting Act, as provided by Public Contract Code Section 22034.

The primary benefits include:

- Allowing participating public agencies to expedite contracting for smaller public works projects;
- Increasing informal bidding limits (currently up to \$200,000);
- Increasing limits for work involving City forces (currently up to \$60,000);
- Establishing a list of qualified contractors to perform the work.

Please see attached presentation, for a summary of completed projects to date.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Accept and file report

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. PPT Presentation
2. Report



## Staff Report

Below are tables summarizing the capital improvement projects completed under the limits set forth by the Uniform Public Construction Cost Accounting Act.

### Engineering

Project Name	Original Contract Amount	Total Cost	Date of Completion
ARTS Building Roof Replacement	\$115,151	\$98,534.00	June 21, 2017
Storm Drain System Repairs	\$44,001	\$52,310.70 <sup>1</sup>	July 3, 2017
Fire Station 33 Squad Station	\$167,970	\$186,923.50 <sup>1</sup>	September 22, 2017
Plaza Blvd Pedestrian Enhancements	\$101,260.59	\$101,194.84	November 13, 2018
Lincoln Acres Raised Crosswalk	\$57,200	\$56,890	May 18, 2018
Demolition and Disposal of Structures Located at 420 W. 21st Street	\$18,002.50	\$16,138.21	June 13, 2018
8th St. Bridge Gateway Sign Project	\$164,000	\$185,420 <sup>1</sup>	April 14, 2018
Paradise Trail Wayfinding Phase I	\$47,950	\$47,950.00	April 26, 2018
24th Street Community Gateway	\$45,000	\$54,987.00	February 5, 2018
Main Street Community Gateway	\$45,000	\$45,000.00	January 24, 2018
National City Police Department Roof Replacement	\$153,550	\$157,780.00	September 23, 2018
W. 21st street Tree Removal	\$4,330	\$5,770.00	November, 2, 2018

1. "Change orders. The city manager may approve change orders for public projects in amounts not exceeding an aggregate of twenty-five percent or fifty-thousand dollars, whichever is greater, over the original authorized contract price without prior city council approval."

### Public Works – Asphalt Repairs

Project Location	Total Cost	Date of Completion
E. 24 <sup>th</sup> Street and "D" Avenue	\$6,761.95	1/30/2017
800 block of "V" Avenue	\$6,761.95	1/31/2017



200 "N" Avenue	\$10,819.12	3/01/2017
Palm Avenue and E. 4 <sup>th</sup> Street	\$5,409.56	3/07/2017
El Toyon Park	\$8,114.34	4/05/2017
E. 25 <sup>th</sup> Street and "A" Avenue	\$6,761.95	5/31/2017
E. 14 <sup>th</sup> Street and Lanoitan Avenue	\$12,171.51	7/13/2017
Alley north of E. 7 <sup>th</sup> Street west of "B" Avenue	\$4,733.37	8/24/2017
Alley north of E. 18 <sup>th</sup> Street west of "C" Avenue	\$6,761.95	9/06/2017
Fire Station 31 Parking Lot	\$4,057.17	9/13/2017
Las Palmas Park	\$2,704.78	9/13/2017
E. 15 <sup>th</sup> Street and "C" Avenue	\$7,438.15	9/25/2017
Euclid Avenue and Division Street	\$6,761.95	11/08/2017
25 <sup>th</sup> Street and "A" Avenue	\$18,933.46	12/04/2017
Public Library Parking Lot	\$2,704.78	02/02/2018
E. 10 <sup>th</sup> Street and "V" Avenue	\$21,638.24	2/14/2018
E. 4 <sup>th</sup> Street and Belmont Ave	\$2,704.78	11/13/2018

#### Public Works – Concrete Repairs

Project Location	Repair Type	Total Cost	Date of Completion
1500 "C" Avenue	Crossgutter	\$19,775.96	9/19/2017
2800 block "J" Avenue	Sidewalk	\$13,183.98	9/27/2017
E. Plaza Blvd & "D" Ave	Sidewalk	\$7,910.39	10/25/2017
E. 8 <sup>th</sup> Street and Harbison Avenue	Sidewalk	\$5,273.59	11/21/2017
300 North "R" Avenue	Sidewalk	\$11,865.58	1/31/2018
2000 McKinley Avenue	Sidewalk/gutter	\$9,228.78	4/04/2018
1010 "J" Ave	Sidewalk	\$5,273.59	5/09/2018
E. 18 <sup>th</sup> Street at John Otis Elementary	Sidewalk	\$5,273.59	6/18/2018
E. 18 <sup>th</sup> Street and "E" Avenue	Sidewalk	\$5,273.59	6/18/2018
E. 7 <sup>th</sup> Street and "K" Avenue	Sidewalk/gutter/apron	\$21,094.36	8/8/2018
2031 "O" Avenue	Sidewalk/apron	\$23,731.16	9/12/2018
2732 Virginia Drive	Sidewalk	\$10,547.18	10/24/2018
444 Rachael Avenue	Sidewalk/apron	\$11,865.58	11/07/2018





# **Update on Projects Completed through the Uniform Public Construction Cost Accounting Act**

*City Council Meeting  
February 5, 2019*



## Background

- 10/4/2016: City Council adopted Chapter 2.62 of the National City Municipal Code titled "Alternative Bid Procedures for Public Projects"
- 8/20/2018: Governor approved AB-2249 that increased Alternative Cost Accounting dollar limits to \$60,000 (force account work) and \$200,000 (informal bidding procedures)
  - Increase effective January 1, 2019



## Projects Completed By Engineering

Project Name	Original Contract Amount	Total Cost	Date of Completion
ARTS Building Roof Replacement	\$115,151.00	\$98,534.00	June 21, 2017
Storm Drain System Repairs	\$44,001.00	\$52,310.70 <sup>1</sup>	July 3, 2017
Fire Station 33 Squad Station	\$167,970.00	\$186,923.50 <sup>1</sup>	September 22, 2017
Plaza Blvd Pedestrian Enhancements	\$101,260.59	\$101,194.84	November 13, 2018
Lincoln Acres Raised Crosswalk	\$57,200.00	\$56,890	May 18, 2018
Demolition and Disposal of Structures Located at 420 W. 21st Street	\$18,002.50	\$16,138.21	June 13, 2018
8th St. Bridge Gateway Sign Project	\$164,000.00	\$185,420 <sup>1</sup>	April 14, 2018
Paradise Trail Wayfinding Phase I	\$47,950.00	\$47,950.00	April 26, 2018
24th Street Community Gateway	\$45,000.00	\$54,987.00	February 5, 2018
Main Street Community Gateway	\$45,000.00	\$45,000.00	January 24, 2018
National City Police Department Roof Replacement	\$153,550.00	\$157,780.00	September 23, 2018
W. 21st street Tree Removal	\$4,330.00	\$5,770.00	November, 2, 2018



# ARTS Building Roof Replacement





# Storm Drain System Repairs





# Fire Station 33 Squad Station





# Plaza Blvd Pedestrian Enhancements





# Lincoln Acres Raised Crosswalk





## Demolition and Disposal of Structures Located at 420 W. 21<sup>st</sup> Street





# 8<sup>th</sup> Street Bridge Gateway Sign





# Paradise Trail Wayfinding, Phase I



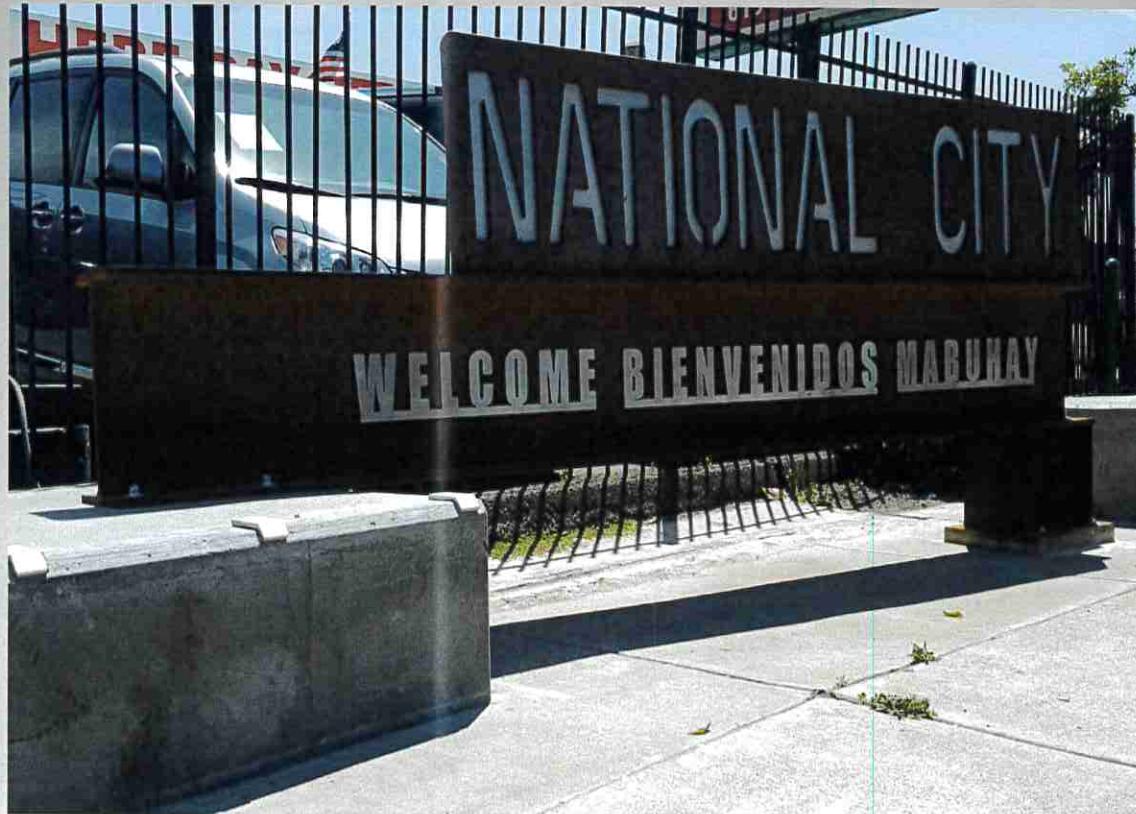


## 24<sup>th</sup> Street Community Gateway





## Main Street Community Gateway



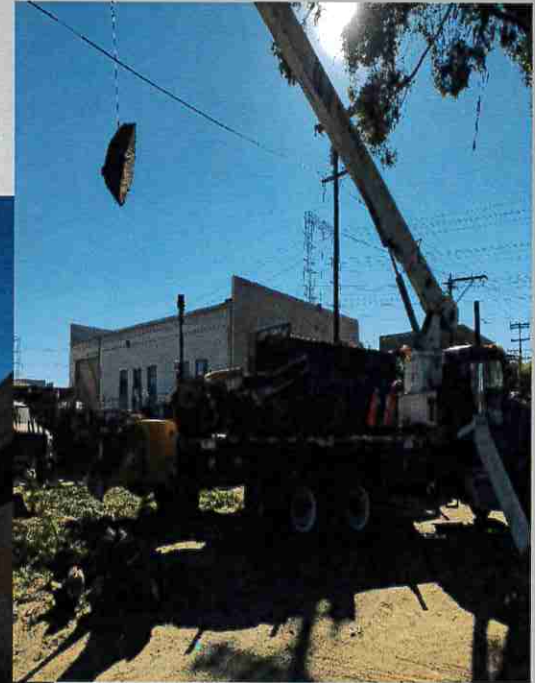


# National City Police Department Roof Replacement





# W. 21<sup>st</sup> Street Tree Removal





## Projects Completed By Public Works – Asphalt

Project Name	Total Cost	Date of Completion
E. 24 <sup>th</sup> Street and “D” Avenue	\$6,761.95	1/30/2017
800 block of “V” Avenue	\$6,761.95	1/31/2017
200 “N” Avenue	\$10,819.12	3/01/2017
Palm Avenue and E. 4 <sup>th</sup> Street	\$5,409.56	3/07/2017
El Toyon Park	\$8,114.34	4/05/2017
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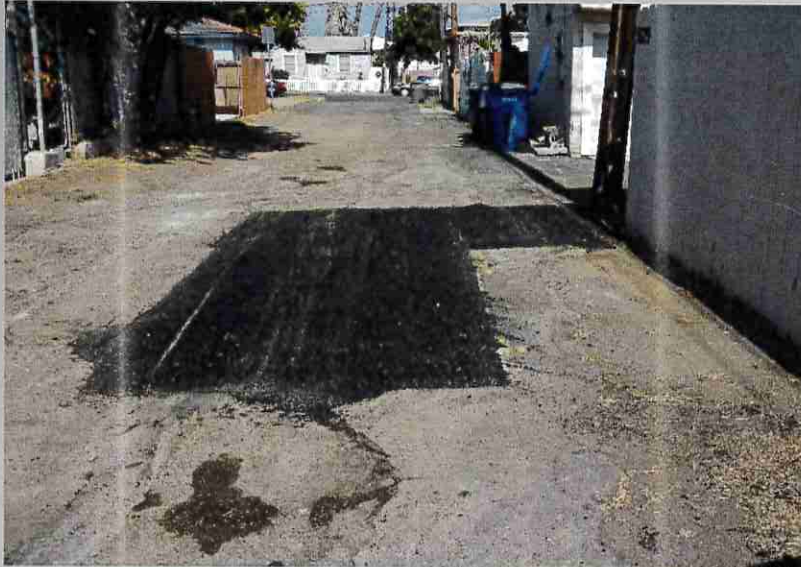
# Asphalt Repairs



**24<sup>th</sup> Street and "D" Ave (Left); 25<sup>th</sup> Street and "A" Ave (Right); Euclid Avenue and Division Street (Center)**



# Asphalt Repairs



**Alley North of E.18<sup>th</sup> Street, West of "C" Ave (Left); Fire Station 31 (Right); El Toyon Park (Center)**



## Projects Completed By Public Works – Concrete

Project Name	Repair Type	Total Cost	Date of Completion
1500 "C" Avenue	Crossgutter	\$19,775.96	9/19/2017
2800 block "J" Avenue	Sidewalk	\$13,183.98	9/27/2017
E. Plaza Blvd & "D" Ave	Sidewalk	\$7,910.39	10/25/2017
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2031 "O" Avenue	Sidewalk/apron	\$23,731.16	9/12/2018
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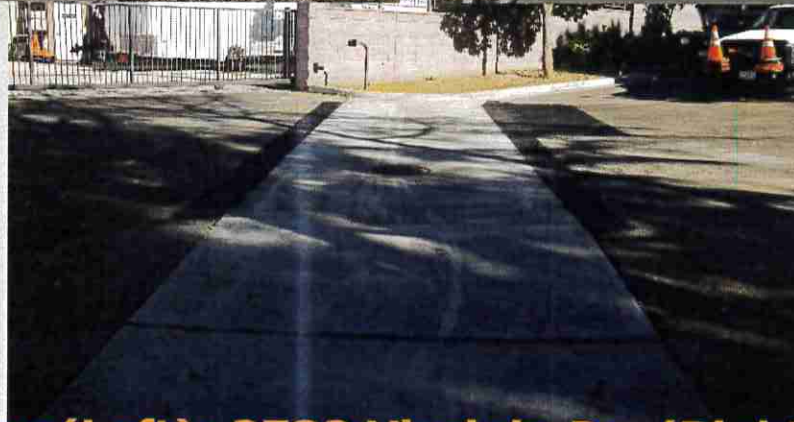
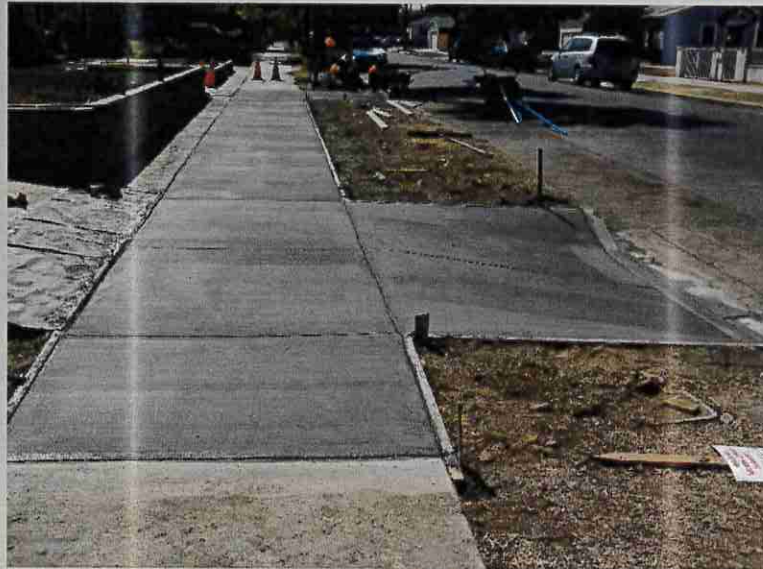
# Concrete Repairs



**Before and After – 7<sup>th</sup> Street and "K Ave (Top); 300 N. "R" Avenue (Bottom)**



# Concrete Repairs



**2031 "O" Avenue(Left); 2732 Virginia Dr. (Right); 1500 "C" Avenue (Bottom)**



The following page(s) contain the backup material for Agenda Item: [City Council discussion and direction on National City's participation in the 2020 U.S. Census. \(City Manager\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:** City Council discussion and direction on National City's participation in the 2020 U.S. Census

**PREPARED BY:** Leslie Deese, City Manager

**DEPARTMENT:** City Manager

**PHONE:** 619.336.4242

**APPROVED BY:** 

**EXPLANATION:**

At the January 22, 2019 regular meeting of the City Council, a representative from the San Diego County U.S. Census Bureau made a presentation on the "Road to 2020" census (attached). The presentation included information on Complete Count Committees (CCCs) that provide tribal, state and local governments the opportunity to work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.

The City Council directed staff to return with a discussion item at the next regular meeting on National City's participation in the 2020 Census. To assist the Council in its discussion are two sample resolutions in support of participation in the Census.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

City Council direction requested

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- 1) January 22, 2019 Presentation - "Road to 2020" Census
- 2) Sample Resolution to Support Participation in the 2020 Census
- 3) Fresno Unified School District Resolution Ensuring a Complete Count of Students and Families During the 2020 Census



Item # 6  
01/22/19

## **ROAD TO 2020 CENSUS**

**Roberto Garcia, Partnership Specialist  
San Diego County  
U.S. Census Bureau**



# Road to 2020

**Roberto Garcia**

**Partnership Specialist - U.S. Census Bureau**


United States<sup>™</sup>  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
census.gov

1



# 2020 Census



Count everyone  
once, only once,  
and in the right place.



# Why Do a Census

- **Article 1, Section 2 of the US Constitution**

*The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.*

- **Key Purpose is Apportioning the US House of Representatives**



# Why does the 2020 Census matter?

## Power

- Congressional representation
- Reapportionment & redistricting

## Money

- \$675 Billion distributed annually
- Funding based on population

## People

- Over \$76 Billion each year to the State
- \$2,000 approx. per Californian counted\*



# Federal Funding

Census data informs how **\$76 billion** is distributed annually among local, state, and tribal governments for programs like:

Program	Amount
Medicaid	\$44,240,036,248
Supplemental Nutrition Assistance	\$7,528,039,778
Schools (Title 1 Grants, National Lunch School Program, Head Start/Early Start)	\$4,274,492,934
Housing Choice Vouchers	\$3,40,189,000
Highway Planning and Construction	\$3,212,534,538
Senior & Foster Care Centers	\$1,286,852,000



# Goals for 2020 Census

- Maintain Data Quality
- Areas of Innovation
  - Accurate Address List
  - Easier Ways to Respond
  - Better Use of Information
  - Efficient Field Operations



# March 23, 2020



Internet



Phone



Paper Form

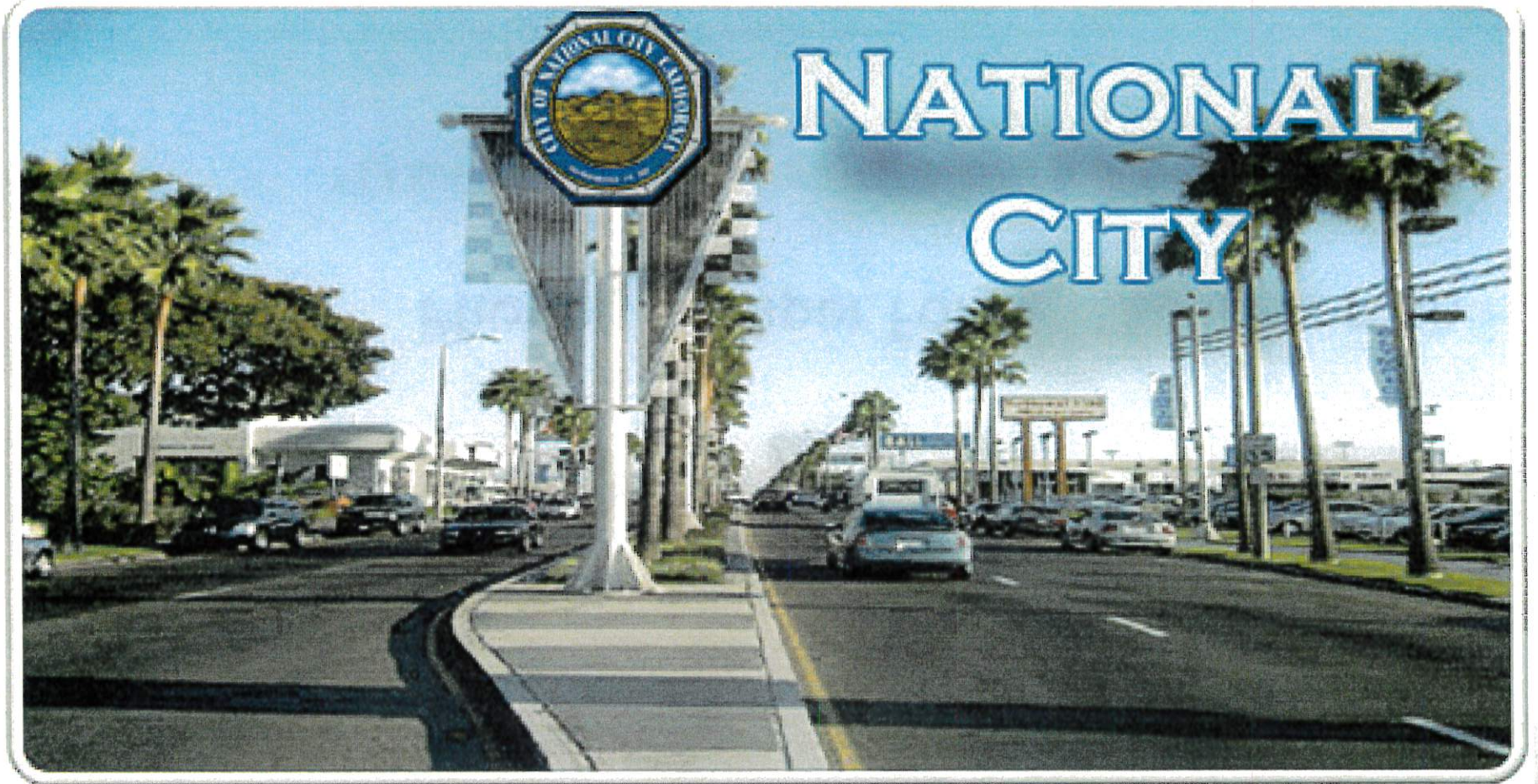


In-person

*\*13 languages including English will be supported*



# Impact to National City





# Impact to National City

# 71%

National City Census Mail Participation Rate in 2010

# 18,000 National City Folk

Requiring follow-up by Census enumerator in 2010



# Impact to National City

600

Estimated net undercount in 2020 based on 2010 Census

\$ 1,950\*

Potential per person Federal funds available

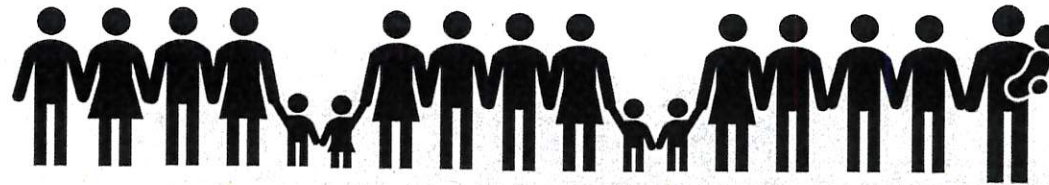
\$ 1.2 Million

Amount of Money **National City** stands to gain or lose over the next decade

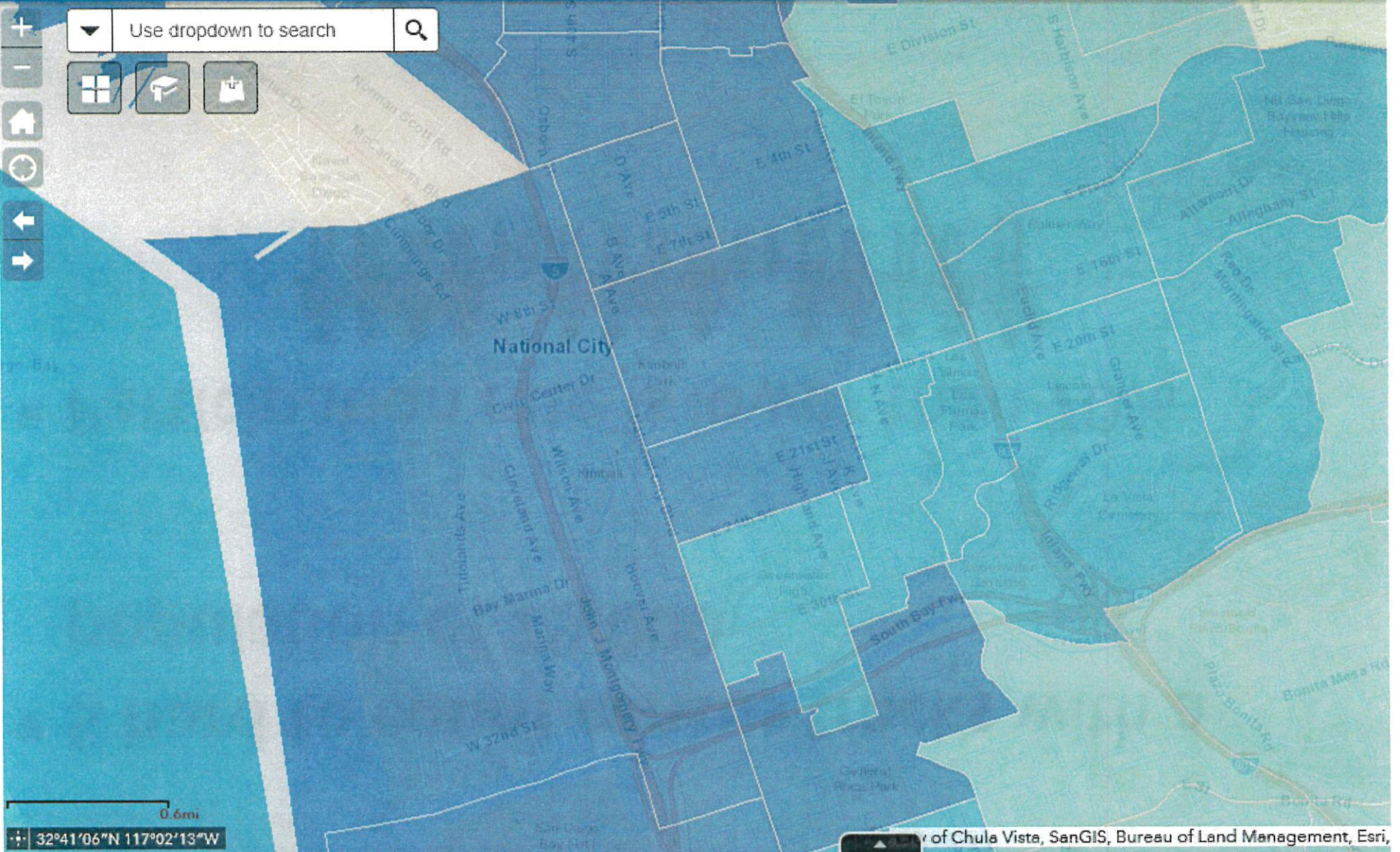


# Impact to National City

- 5 hard to count census tracts with a population of 29,000
- Participation rate is lower than 70%









# Hard-to-Count Populations

Communities  
of Color

Children  
under 5

Persons who do  
not speak  
English fluently

LGBTQ+

Undocumented  
Immigrants

People with  
disabilities

People  
experiencing  
homelessness

Tribal members

Rural  
Communities





**How can we work  
together to ensure  
a complete count  
in 2020?**



# You can help

- Identify community organizations in your city that work directly with hard-to-count populations
- Incorporate census education efforts into existing community engagements
- Leverage existing infrastructure and resources
- Initiate a resolution by city council to support the Census effort





# We are Hiring

## 2020 Census Jobs

[www.census.gov/fieldjobs](http://www.census.gov/fieldjobs)

[www.usajobs.gov](http://www.usajobs.gov)

[www.2020census.gov/jobs](http://www.2020census.gov/jobs)

1-888-658-5564 (RCC recruiting hotline)



# Community Partnership and Engagement Program

**Enroll** community partners to increase participation in the 2020 Census of those who are less likely to respond or are often missed.

- **Educate** people about the 2020 Census and foster cooperation with enumerators
- **Encourage** community partners to motivate people to self-respond
- **Engage** grass roots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign



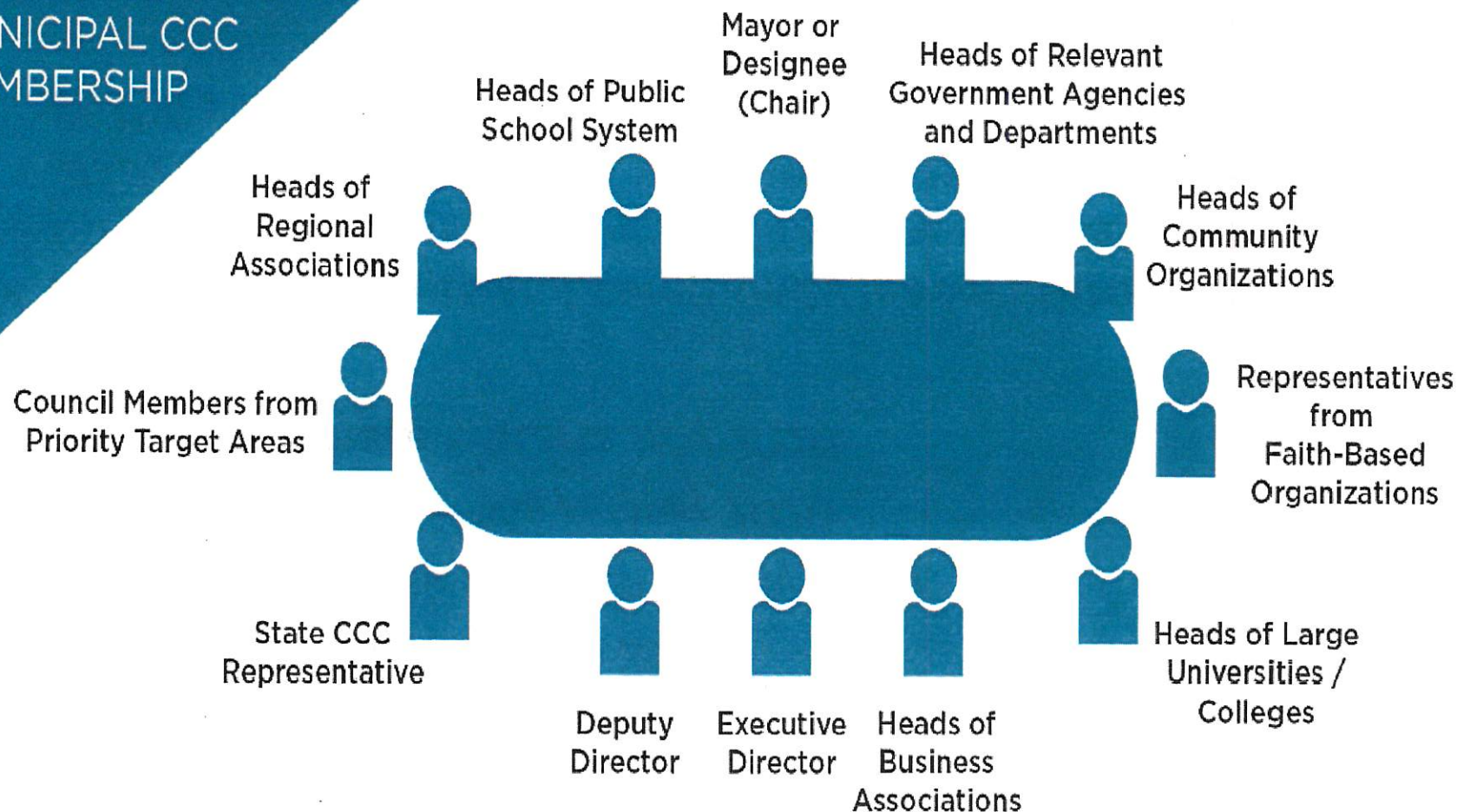
# Complete Count Committees

- Tribal, state and local governments work together with partners in their communities to form CCCs to promote the 2020 Census to their constituents.
- Committee members in CCs are:
  - Trusted Messengers
  - Leaders in respective industry
  - Partners between community and government



## Suggested CCC Membership

### SUGGESTED MUNICIPAL CCC MEMBERSHIP



*\*Partnership Specialist is advisor and  
Census liaison to Municipal CCC's*



# Timeline – Key Communications

- The 2020 Census Phases
  - Education Phase – 2018-2019
  - Awareness Phase – April 2019
  - Motivation Phase – March – May 2020
  - Reminder Phase – May – July 2020
  - Thank You Phase – Starts July 2020
- Local governments and community leaders throughout National City participate in activities highlighting the message that the 2020 Census is imminent and that it is easy, important and safe to participate



# Questions ?



# Contact

**Roberto Garcia**

Partnership Specialist, San Diego Region

[Roberto.Garcia@2020census.gov](mailto:Roberto.Garcia@2020census.gov)

(619) 701-2098



# References

## Hard to Count Tracts:

<https://www.census.gov/roam>

## Participation Rate:

<https://www.census.gov/censusexplorer/2010ratemap.html?#>

## Population:

<https://www.sandag.org/>

## Congressional districts undercount:

*Each of California's congressional districts contains at least one census tract where more than 29% of residents are likely to be undercounted, according to the analysis.*

<http://www.govtech.com/data/Millions-of-Californians-Might-Go-Uncounted-in-2020-Census.html>



**Sample Resolution to Support Participation in the 2020 Census**

**WHEREAS**, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

**WHEREAS**, [NAME] County received \$[AMOUNT] in federal funding in 2017 and part of the basis for receiving these federal funds relies, in part, on census data; and

**WHEREAS**, census data also helps determine how many seats each state will have in the U.S. House of Representatives and is used in the redistricting of state legislatures, county boards of supervisors and city councils; and

**WHEREAS**, the decennial census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

**WHEREAS**, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, and fiscal constraints, thus support from local government is critical; and

**WHEREAS**, the County of [NAME], in partnership with other local governments, the State, businesses, and community organizations, is committed to ensuring every resident is counted;

**THEREFORE BE IT RESOLVED**, that the County of [NAME] recognizes the importance of the 2020 Census and supports participation in helping to ensure a complete, fair, and accurate count.

PASSED, APPROVED, AND ADOPTED this day \_\_\_\_ of \_\_\_\_, 2018.



Fresno Unified School District Preparing Career Ready Graduates BEFORE THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA In the Matter of Proclaiming ) The District's Commitment to Ensuring a Complete ) Count of Students and Families During the 2020 Census)

## RESOLUTION

WHEREAS, the United States Census, which is mandated by the U.S. Constitution, enumerates every person residing in the country regardless of citizenship status, and is fundamental to a fair and representative democracy; and

WHEREAS, the United States Census has critical implications for the state of California, and determines its allocation of seats in the House of Representatives; and

WHEREAS, according to the Library of Congress, 132 programs used Census Bureau data to distribute more than \$675 billion in funds during fiscal year 2015 including school funding.

WHEREAS, according to the California Community Foundation 2017 Census Landscape Scan, the 1990 Census was one of the most inaccurate in U.S. history, and according to the California Legislative Analyst's Office, likely costing California at least \$2 billion in federal funds; and

WHEREAS, the United States Census Bureau's Low Response Score (LRS) identifies communities whose characteristics predict low census participation. Fresno Unified School District is home to census block groups with some of the highest LRS scores; and

WHEREAS, In 2010 Fresno Unified School District was a leader in the Fresno County Complete Count Committee supporting strategies that increased an accurate count including: schools using Census learning material, communication with families, and encouraging employees and families to serve as Census canvassers; and WHEREAS, Fresno Unified School District is home to populations that are most frequently undercounted, including children under 6, youth, immigrants, renters, homeless populations, those with limited-English proficiency, as well as those who live in places where enumerators are unable to gain entry, including apartment buildings; and WHEREAS, a fair and accurate count on the 2020 Census will help ensure that the district's communities, families, and students are represented in our democracy and receive critical services and supports across education, crime prevention, health care, and transportation; and WHEREAS, the State of California has set aside over \$90 million in the 2018/19 budget for statewide outreach and other activities related to the Census count, some of which may be available to local jurisdictions and community based organizations. ¶ ( Fresno Unified School District Preparing Career Ready Graduates NOW, THEREFORE, BE IT RESOLVED that the Fresno Unified School District will again participate in our local Census Complete Count Committee and implement an action plan that supports a complete count of students and their families residing within the district on the 2020 Census. ADOPTED this 12th day of December, 2018 by the Board of Education of Fresno Unified School District, by the following vote: sno Unified School District Preparing Career Ready Graduates BEFORE THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA In the Matter of Proclaiming ) The District's Commitment to Ensuring a Complete ) Count of Students and Families During the 2020 Census)



The following page(s) contain the backup material for Agenda Item: [Community Town Hall Workshop to Discuss Functionality of and Proposed Procedure for Small Cell Deployment. \(City Attorney\)](#)

Please scroll down to view the backup material.



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** February 5, 2019

**AGENDA ITEM NO.** | 21

**ITEM TITLE:**

Community Town Hall Workshop to Discuss Functionality of and Proposed Procedure for Small Cell Deployment

**PREPARED BY:** Roberto M. Contreras

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4412

**APPROVED BY:** 

**EXPLANATION:**

Pursuant to direction from the City Council on February 20, 2018, staff requests that the City Council choose a date for staff to hold a Community Town Hall Workshop regarding small cell wireless equipment. Specifically, the Community Town Hall Workshop would be open to all National City residents, businesses, and other community members to learn more about: (1) how small cells work; (2) how the Federal Communications Commission ("FCC") regulates small cells; (3) how a proposed Master License Agreement between wireless carriers and the City would regulate the deployment of small cells; (4) the procedure by which the City plans to adopt a Master License Agreement with each wireless carrier; (5) the FCC's new regulations regarding small cell deployment; and (6) any other questions the public may have about plans to deploy small cells in National City. The City's outside legal counsel, Tripp May of the Telecom Law Firm, is available to attend the Community Town Hall Workshop on the dates listed in the Staff Recommendation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

This Community Town Hall Workshop is conditioned on the City Council approving an allocation of funds that staff will present on February 19th.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Choose one of the following dates to hold the Community Town Hall Workshop: February 25th, 28th, March 12th, or 14th.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**